

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
NOVEMBER 8, 2021
5:30 P.M.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

All items listed under the consent agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1.1 MINUTES – OCTOBER 25, 2021
- 1.2 BILLS PAYABLE THROUGH NOVEMBER 4, 2021
- 1.3
- 1.4

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 HORSETRACK MEADOWS WEST FINAL PLAT
- 3.2 HORSETRACK MEADOWS WEST DEVELOPMENT AGREEMENT
- 3.3 AMENDMENT TO HORSETRACK MEADOWS DEVELOPMENT AGREEMENT
- 3.4 WAGON WHEEL PROJECT PHASE 1 BID RESULTS
- 3.5 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.6 2022 LODGING TAX CONTRACTS
- 3.7 MASTER JOINT POWERS AGREEMENT/COURT AMENDMENT
- 3.8 DECEMBER CITY COUNCIL MEETING SCHEDULE
- 3.9 CITY HALL HOLIDAY HOURS
- 3.10 REVIEW CITY HALL HOURS/DAYS
- 3.11 DEVELOPMENT COMMISSION BY-LAW AMENDMENT
- 3.12 DEVELOPMENT COMMISSION APPOINTMENT
- 3.13 DONATION RESOLUTION
- 3.14 UPDATE ON DRIVERS LICENSE TESTING
- 3.15 2022 BUDGET REVIEW

CITY OF LA CRESCENT

AGENDA

REGULAR MEETING

NOVEMBER 8, 2021

5:30 P.M.

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1

6.2

6.3

6.4

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
OCTOBER 25, 2021

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of October was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, October 25, 2021.

Upon a roll call taken and tallied by the City Administrative Assistant, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, and Mayor Mike Poellinger. Members absent: Member Dale Williams. Also present was City Attorney Skip Wieser and City Administrative Assistant Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

ITEM 1 – CONSENT AGENDA

At this time, the Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – OCTOBER 11, 2021
- 1.2 BILLS PAYABLE THROUGH OCTOBER 21, 2021
- 1.3 CASH BALANCE/ACTIVITY REPORT – SEPTEMBER 2021
- 1.4 LIBRARY REPORT – SEPTEMBER 2021

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.1 – SMALL CITIES GRANT PROJECT DOCUMENTS

City Council reviewed a Memo and documents from City Administrative Assistant Boettcher regarding items that need to be approved for administration of the MN Department of Employment and Economic Development Small Cities Development Grant, for which the City of La Crescent has received

\$552,000.00. Cindy Vitse from SEMCAC was in attendance to review and answer questions. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION 10-21-33

A RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT SMALL CITIES DEVELOPMENT GRANT

WHEREAS, the City of La Crescent has entered into an agreement with the State of Minnesota, Department of Employment and Economic Development for the allocation of grant funding by the United States Department of Housing and Urban Development under the Community Development Block Grant Program with the City of La Crescent acting as the legal sponsor for the project, and;

WHEREAS, the City of La Crescent has entered into an agreement with Semcac to coordinate and administer the program which includes owner occupied single family rehabilitation, and;

WHEREAS, certain guidelines, policies and procedures are required to enable Semcac and the City to achieve the goals of the Small Cities Development Program,

NOW, THEREFORE, BE IT RESOLVED, the City of La Crescent adopts the attached policies as listed herein, for the Small Cities Development Program:

Conflict of Interest Policy	Drug Free Policy	Section 3 Plan
Program Income Plan	Fair Housing Action Plan	
Excessive Force Policy		
Residential Anti-Displacement and Relocation Assistance Plan		
Affirmative Action/Equal Employment/Data Privacy/Sexual Harassment		

BE IT FURTHER RESOLVED, the City approves the Policies and Procedures Manual for SCDP Owner Occupied Program for the City of La Crescent and included for city approval and signatures is the Administrative Contract between La Crescent and Semcac.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of La Crescent on this 25th day of October, 2021.

Mike Poellinger, Mayor, City of La Crescent

Bill Waller, City Administrator, City of La Crescent

The foregoing motion was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the City Administrative Assistant, all Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted by a 4-0 vote.

ITEM 3.2 – PLANNING COMMISSION MINUTES – 10/5/2021

City Council reviewed a Memo from Jason Ludwigson, City Sustainability Coordinator, along with the minutes from the October 5, 2021 Planning Commission meeting. At the October 5th meeting, the Planning Commission voted to approve the final plat/administrative subdivision for 427 South 3rd Street and recommended to City Council to approve, with the following findings:

1. The request will not alter the essential character of the locality
2. The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance in residential areas to wit, residential housing.
3. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan by improving the housing stock.

Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO APPROVE THE FINAL PLAT/ADMINISTRATIVE SUBDIVISION FOR 427 SOUTH 3RD STREET AND TO ADOPT THE FINDINGS STATED ABOVE AND AS STATED IN THE OCTOBER 5, 2021 PLANNING COMMISSION MINUTES.

Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.3 – SOLAR READY HOME CERTIFICATION

Jason Ludwigson, City Sustainability Coordinator, reviewed with City Council the Solar Ready Home Certification form for the City of La Crescent. The Solar Ready Home Certification has been reviewed and amended with assistance from the GreenSteps Committee, City Staff, the Minnesota Department of Commerce, Great Plains Institute, University of Minnesota, local solar installers, and electricians. The goal of the Solar Ready Home Certification is to incentivize property owners to make low-cost installations of the infrastructure needed to make a building solar ready. Installing the components in the construction phase is more cost effective than installing them after construction is completed. The Solar Ready Home

Certification would come with a rebate for property owners of \$50.00. The rebate would come from the building permit for the property and would be awarded once the Solar Ready Home Certification is verified by the developer and city inspector. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THE SOLAR READY HOME CERTIFICATION FORM FOR THE CITY OF LA CRESCENT.

Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.4 – PERSONNEL COMMITTEE RECOMMENDATIONS

City Council reviewed a memo from City Administrator Waller regarding the following recommendations from the Personnel Committee:

1. On September 23, 2019, the City Council approved a waiver to the response time requirements included in the Rules and Regulations of the Fire Department for Fire Chief Tom Paulson. The waiver was for a one-year trial period, at which time the waiver would be reviewed and evaluated and a potential extension considered. In approving the waiver, the City Council made the finding of fact that no undue hardship or hazard would result to the citizens served by the Fire Department. In September of 2020, the City Council reviewed the waiver, and granted a one-year waiver to the response time requirement for Fire Chief Tom Paulson. The waiver runs through October 31, 2021. In approving the waiver, the City Council reaffirmed the findings of fact that was referenced in 2019. The Personnel Committee is again recommending that the City Council approve an additional one-year waiver to the response time requirement for Fire Chief Tom Paulson. The waiver would run through October 31, 2022. The Personnel Committee cites the same finding of fact as was included in the motion from September 23, 2019. It was recommended that Members of the City Council that are on the Fire Department consider abstaining from voting on this recommendation.
2. The Personnel Committee is recommending that the City Council approve an increase to the monthly salaries for the City Council and Mayor. Presently City Council members earn \$400.00 per month and the Mayor earns \$500.00 per month. The last increase in the salary for these positions occurred in January of 2009. The Personnel Committee is recommending that the salary for members of the City Council be increased to \$500.00 per month, and that the salary for the Mayor be increased to \$600.00 per month. The proposed increase would take effect January 1, 2023.

Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO APPROVE AN ADDITIONAL ONE YEAR WAIVER TO THE RESPONSE TIME REQUIREMENTS INCLUDED IN THE RULES AND REGULATIONS OF THE FIRE DEPARTMENT FOR FIRE CHIEF TOM PAULSON ALLOWING THE RESPONSE TIME TO BE 10 MINUTES FROM THE FIRE STATION IN LIEU OF 8 MINUTES WHICH WAS INITIALLY APPROVED BY CITY COUNCIL ON SEPTEMBER 23, 2019 AND THAT THE ADDITIONAL ONE YEAR WAIVER WOULD RUN THROUGH OCTOBER 31, 2022.

Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes

Mayor Mike Poellinger abstained from voting, and none voted against the same. The motion was declared duly carried by a 3-0 vote.

In approving the above Motion, the City Council made the following finding of fact: that no undue hardship or hazard will result to the citizens served by the Fire Department.

City Attorney Wieser then reviewed with City Council Ordinance No. 554 which would increase the pay of the Mayor and members of the City Council by \$100.00 per month. City Attorney Wieser also reviewed the existing Ordinance with City Council, along with the statutory process for increasing pay for elected officials. Member O'Donnell-Ebner explained that she had obtained salary information from the League of Minnesota Cities and would like to circulate to the Council members. Following discussion, Member Hutchinson made a motion to approve the increase. Motion failed for lack of a second.

Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

MOTION TO CONTINUE THIS ITEM TO THE NEXT CITY COUNCIL MEETING ON NOVEMBER 8, 2021.

Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.5 – 2021 FALL CITY NEWSLETTER

City Administrative Assistant Boettcher reviewed with City Council the Fall 2021 La Crescent Newsletter. Ms. Boettcher's plan is to send the Newsletter out to residents by the first of November. This item was informational, and no action was taken.

ITEM 5 - MAYOR'S COMMENTS

Mayor Poellinger reviewed the status of the Community Room and having the room cleaned up. This item was informational, and no action was taken.

ITEM 6.1 – STAFF CORRESPONDENCE/COMMITTEE UPDATES – EXPLORE LA CROSSE

City Council reviewed the Agenda from the October 19, 2021 La Crosse County Convention & Visitors Bureau Virtual Board Meeting, which included the Minutes from the September 21, 2021 Board Meeting. No action taken.

ITEM 8 – CHAMBER OF COMMERCE

The La Crescent Chamber of Commerce had no update.

There being no further business to come before the Council at this time, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrative Assistant, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried by a 4-0 vote and the meeting duly adjourned at 5:55 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 4, 2021
RE: Bills Payable

The bills payable will be e-mailed out separately.

#3.1/3.2/3.3



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

PHONE: (507) 895-8200
FAX: (507) 895-8458

AL WIESER, JR.
Emeritus

*City Attorney
11/2/21*

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator (via email)
Shawn Wetterlin, City Building Official (via email)
Tim Hruska, City Engineer (via email)

FROM: Skip Wieser, City Attorney

DATE: November 1, 2021

RE: Horse Track Meadows West Final Plat, Horse Track Meadows West Development Agreement, and Horse Track Meadows Third Amendment to Development Agreement

The City Planning Commission has recommended approval of the Horse Track Meadows West Development with conditions. Attached find the City Planning Commission minutes reviewing the same. Also attached find a copy of the proposed final plat along with the October 29, 2021 engineering review conducted by WHKS. In addition to the conditions suggested by WHKS, I would recommend the inclusion of the following:

1. Developer requests the twenty (20) feet walking easement in Horse Track Meadows be vacated.
2. That Lot 54 be released from the existing mortgage or that the mortgage holder signs the plat.
3. That the revised letter of credit be approved by City Attorney and City Administrator.

We are suggesting the City Council approve the final plat of Horse Track Meadows West with the above conditions along with any additional conditions imposed by the City Council. We also suggest the Council adopt the findings of the Planning Commission.

Also attached for Council's consideration find the Horse Track Meadows West Development Agreement & Horse Track Meadows Third Amendment to Development Agreement.

The Horse Track Meadows West Development Agreement is significantly the same as the Horse Track Meadows Development Agreement. A few areas to highlight are as follows:

1. Developer letter of credit in the amount of One Hundred Eighty-Four Thousand Eighty Hundred Six 88/100 Dollars (\$184,806.88) for Horse Track Meadows West and Fifty Thousand 00/100 Dollars (\$50,000.00) for Horse Track Meadows totaling Two Hundred Thirty-Four Thousand Eighty Hundred Six 88/100 Dollars (\$234,806.88). The letter of credit will cover both the Horse Track Meadows and the Horse Track Meadows West Development. The amount of the letter of credit has been approved by WHKS & Co. The portion for the Horse Track Meadows West is based on the estimates contained on Exhibit B. The letter of credit will remain in place two (2) years after City acceptance of the developer improvements.
2. Section 8.2 requires the developer to reimburse the City Nine Thousand Five Hundred 00/100 Dollars (\$9,500.00) for WHKS fees for the developer.

Also attached is a Third Amendment for the existing Horse Track Meadows Development. The purpose of the Third Amendment is to reduce the letter of credit as WHKS has certified that the developer has completed the developer's work to the satisfaction of WHKS. Also, that the developer will contribute Seven Thousand 00/100 Dollars (\$7,000.00) to the City for the additional cost of delaying the installation of the wear course by one (1) year.

Last, the developer's timeframe to finalize the walking trail is extended to July 1, 2022.

TO: Planning Commission Members
Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: October 6, 2021
RE: Meeting Minutes from October 5, 2021

The Planning Commission met at 5:30 p.m., on Tuesday, October 5, 2021 in the City Council Chambers at City Hall. The following members were present: Dave Hanifl, Annie Stoecklein, Jerry Steffes, Ryan Stotts, Dave Coleman, and Greg Husmann. City Attorney, Skip Wieser, Council Member, Dale Williams, City Sustainability Coordinator, Jason Ludwigson, Building/Zoning Official Shawn Wetterlin, and City Administrative Assistant Angie Boettcher were also in attendance. Mike Welch was absent.

1. The meeting was called to order by Chair Hanifl who asked for a motion to approve the August 3, 2021 minutes.

Following discussion Member Husmann made a motion, seconded by Stoecklein to approve the minutes.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Steffes – Yes
Coleman – Yes
Hanifl – Yes

2. At 5:35 the Planning Commission held a Public Hearing to approve the Final Plat/Administrative Subdivision for 427 South 3rd Street.

Chair Hanifl opened the meeting.

Max Wieser, representing Wieser Construction spoke in regards to the final plat. Member of the public, Bill Goff also spoke.

Chair Hanifl closed the meeting.

Following discussion Member Husmann made a motion, seconded by Stoecklein to approve the Final Plat with the following Findings.

Findings:

1. The request will not alter the essential character of the locality.
2. The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance in residential areas to wit, residential housing.
3. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan by improving the housing stock.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Coleman – Yes
Steffes – Yes
Hanifl – Yes

3. At 5:45 the Planning Commission held a Public Hearing for the Final Plat at Horsetrack Meadows West, 856 Bridle Lane.

Chair Hanifl opened the meeting.

Developer, Mike Sexauer spoke in regards to the Final Plat.

Chair Hanifl closed the meeting.

Following discussion Member Husmann made a motion, seconded by Coleman to approve the Final Plat with the following possible Conditions and Findings.

Conditions for approval:

1. The applicant must secure all necessary permits before construction begins including a sanitary sewer extension permit (MPCA), water main extension permit (MDH) and NPDES storm water permit if required. The Owner, or their representation, will be responsible for permit compliance.
2. The final grading plan and utility plan showing the proposed water, storm sewer, and sanitary sewer has been submitted. Comments on the plans are included in the attachments. Also, grading plan should include drainage arrows.

3. An Engineer's Opinion of Construction Costs needs to be updated to reflect recent bidding costs. The opinion submitted does not reflect costs that we've seen recently.
4. A construction schedule should be submitted for this project for inclusion in the Development Agreement.
5. Sanitary sewer and watermain connection fees and cost participation will need follow the draft development agreement between the city and the Owner.
6. A 10' utility easement should be added to the north line of the plat.
7. Development Agreement be in place to the satisfaction of the City Attorney, City Administrator, City Engineer, and City Council requiring the developer to install the improvements. Development agreement should address the following:
 - a. Developer's engineering estimate for the utility and road extension ("Utility Plan").
 - b. Drainage easements to be identified on plat-it appears utility easements are identified.
 - c. Financial guarantee for the benefit of the City in the amount of 115% of the utility extension and road extension estimates.
 - d. Two (2) year Developer Warranty on improvements from date of City acceptance.
 - e. Improvements to be dedicated to the city
 - f. Construction observation to be included in Developer agreements. WHKS to provide estimate for construction observation with cost paid by Developer or specially assessed.
8. That plat be joined in by any mortgagee of record, or alternatively Lot 54 be released from any existing mortgage.
9. No site work shall commence until after approval of the final plat.
10. No lots in Horsetrack Meadows West will be sold until final plat is recorded.
11. That the restrictive covenant prohibiting development of City owned land to the east of the entrance road be removed from the HTM Development Agreement.

Findings:

1. The property owner proposes to use the property in a reasonable manner permitted by the Zoning Ordinance.
2. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan.
3. The basic layout of streets and lots are acceptable.
4. The property commonly referred to as the "Horsetrack Meadows" and "Horsetrack Meadows West" were annexed by the City in September 2016 in order to make sure future development was done in the city.

5. In July 2019, the City of La Crescent approved an amendment to its Sewer Conveyance Agreement with the City of La Crosse to provide municipal sewer to the Horsetrack Meadows property.

6. Developer has demonstrated an increased need in single family housing inventory within the city of La Crescent. Further the need for multi-family/apartment building is being satisfied before other developments within the city.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes

Stoecklein – Yes

Stotts – Yes

Coleman – Yes

Steffes – Yes

Hanifl – Yes

4. At 6:00 the Planning Commission held a Public Meeting for a Variance application at 444 Backstretch Court.

Chair Hanifl opened the meeting.

Property owner, Peggy Trueblood and Architect, Dave Holstrom spoke in regard to the Variance Request.

Chair Hanifl closed the meeting.

Following discussion Member Stoecklein made a motion, seconded by Stotts to approve the Variance application with the following criteria.

CRITERIA FOR GRANTING VARIANCE

444 Backstretch Court

Zoning Ordinance states the following:

A variance is a modification or variation of the provision of this zoning code as applied to a specific piece of property.

Subd. 2.

A. Variances shall only be permitted

1. when they are in harmony with the general purposes and intent of the ordinance, and
2. when the variances are consistent with the comprehensive plan.

- B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

Subd. 3. "Practical difficulties," as used in connection with the granting of a variance, means that

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
3. The variance, if granted, will not alter the essential character of the locality.

1. Is the request in harmony with the general purposes and intent of the ordinance?

The variance is in harmony with the purpose and intent of the zoning ordinance based on the following findings of the Planning Commission because: the intended use will continue as single family.

2. Would granting the variance be consistent with the Comprehensive Plan?

Granting the variance is consistent with the Comprehensive Plan because: as the variance permits single family dwellings with single housing with the City of La Crescent.

Practical Difficulties Analysis

3. Does the property owner propose to use the property in a reasonable manner not permitted by the ordinance?

The property owner **does** propose to use the property in a reasonable manner not permitted by the ordinance, given the purpose of the protections because: the property owner does purpose to use the property in a reasonable manner. The present cul-de-sac does not have adequate street parking when the property owner has visiting family members. This is a uniquely shaped lot that is approximately seventy-five percent (75%) of an acre. The lot has a relatively small street frontage compared to some other lots in the development. Allowing the house to be placed further back eliminates the need to crowd the street in front of the other adjoining houses. On a cul-de-sac, houses will not line up with each other in any case.

4. Is the plight of the land owner due to circumstances unique to the property owner not created by the landowner?

There **are** circumstances unique to the property that would prevent compliance with the ordinance because: the property owner did not create this situation. See response to No. 3 above.

5. Would granting the variance allow the essential character of the locality to stay the same?

Granting the variance **will not** alter the essential character of the locality because: currently there are no houses immediately adjoining this property. The house on a cul-de-sac will not line up perfectly anyway. The use of the property will remain the same, single-family residence. See response to No. 3 above.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Coleman – Yes
Steffes – Yes
Hanifl – Yes

5. Sustainability Coordinator, Jason Ludwigson reviewed the Rules and Bylaws of the Planning commission.

This was informational only and no action was taken.

6. Consensus to adjourn at 6:46 pm.

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 29, 2021

Mr. Bill Waller
City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

RE: City of La Crescent
Horse Track Meadows West
Review of Final Plan and Plat

Dear Mr. Waller:

We have reviewed the Final Plan and Plat as requested and offer the following comments.

Review Comments

1. The applicant must secure all necessary permits before construction begins including a sanitary sewer extension permit (MPCA), water main extension permit (MDH) and NPDES storm water permit if required. The Owner, or their representation, will be responsible for permit compliance.
2. The final grading plan and utility plan showing the proposed water, storm sewer, and sanitary sewer has been submitted. Comments on the plans are included in the attachments. Also, grading plan should include drainage arrows.

We recommend approval of the final plan and plat conditional upon the above items being addressed.

Please contact me if you have any questions.

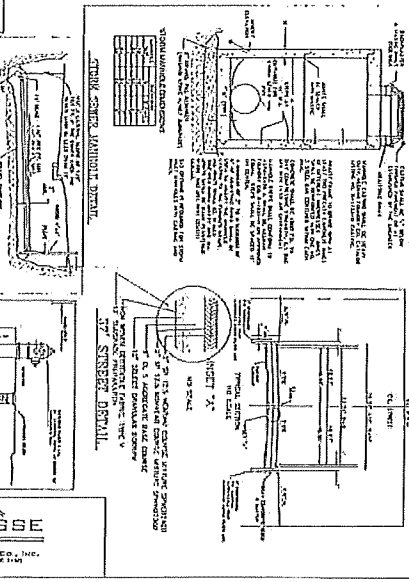
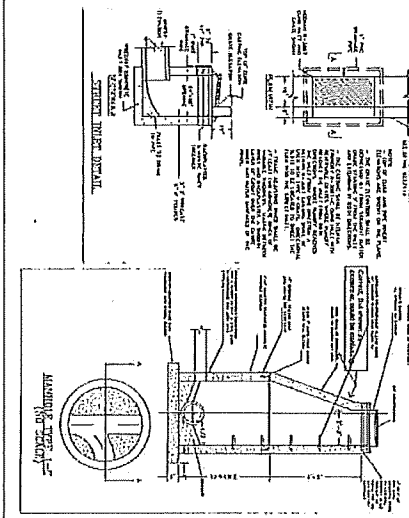
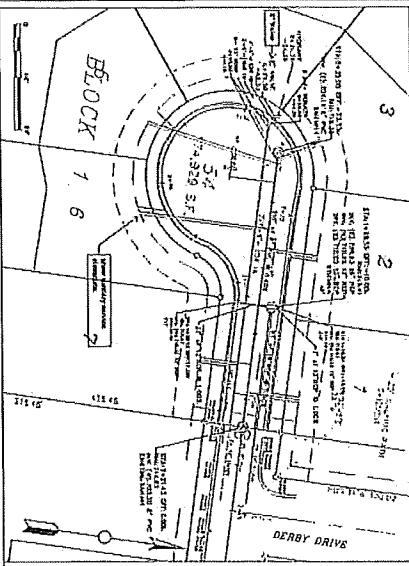
Sincerely,

WHKS & CO.

A handwritten signature in black ink, appearing to read 'Tim A Hruska', is written over a horizontal line.

Timothy A. Hruska, P.E., L.S.
City Engineer

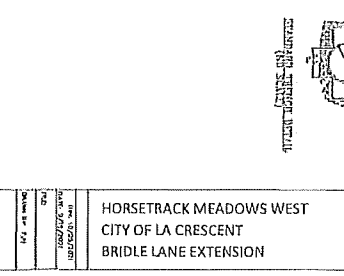
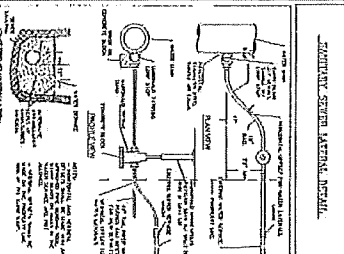
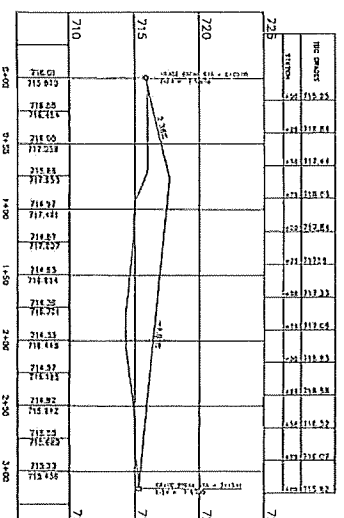
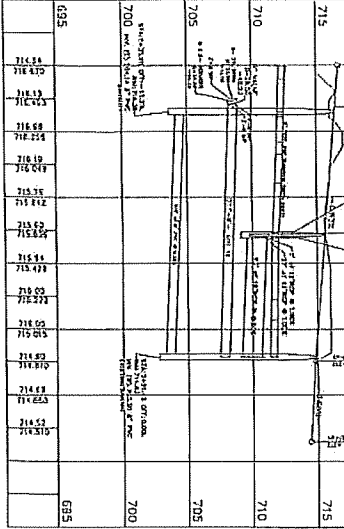
cc: MSM Development
cc: Fred Hilby, La Crosse Engineering & Surveying



NO.	DATE	DESCRIPTION
1	11-11-12	11-11-12
2	11-11-12	11-11-12
3	11-11-12	11-11-12
4	11-11-12	11-11-12
5	11-11-12	11-11-12
6	11-11-12	11-11-12
7	11-11-12	11-11-12
8	11-11-12	11-11-12
9	11-11-12	11-11-12
10	11-11-12	11-11-12

NO.	DATE	DESCRIPTION
1	11-11-12	11-11-12
2	11-11-12	11-11-12
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7	11-11-12	11-11-12
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CDS FLAG ALIGNMENT



LA CROSSE
ENGINEERING & SURVEYING CO., INC.
100 N. 1st Street, La Crosse, WI 54601
608/785-1111

HORSETRACK MEADOWS WEST
CITY OF LA CRESCENT
BRIDLE LANE EXTENSION

**DEVELOPMENT CONTRACT
FOR PLAT OF HORSE TRACK MEADOWS WEST**

THIS AGREEMENT made and entered into on the _____ day of November, 2021, by and between the CITY OF LA CRESCENT a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, and other facilities as contained in the DEVELOPMENT PLANS described herein; and

WHEREAS, under authority granted to it, including Minnesota Statutes chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPMENT PLANS have been prepared by La Crosse Engineering Company on behalf of the DEVELOPER and reviewed by the city engineer on behalf of the CITY.

WHEREAS, MSM Development, LLC is both the DEVELOPER and OWNER. The terms DEVELOPER and OWNER are used interchangeably throughout this Agreement.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY, OWNER and DEVELOPER agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of La Crescent, a Minnesota municipal corporation.

1.3 DEVELOPER. "DEVELOPER" means MSM Development, LLC, a Minnesota limited liability company.

1.4 OWNER. "OWNER" means MSM Development, LLC, a Minnesota limited liability company.

1.5 PLAT. "PLAT" means the plat of Horse Track Meadows West Subdivision comprising the real property located in La Crescent, Houston County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all of the following:

- a. Grading, Drainage, and Erosion Control
- b. bid proposal, Horse Track West, La Crescent, sanitary sewer, storm sewer, watermain, street prepared by La Crosse Engineer on Exhibit B.
- c. Stormwater Pollution Prevention Plan

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this instant contract by and among the CITY, OWNER, and DEVELOPER.

1.8 COUNCIL. "COUNCIL" means the Council of the City of La Crescent.

1.9 CITY ENGINEER. "CITY ENGINEER" means WHKS & Co.

1.10 COUNTY. "COUNTY" means Houston County, Minnesota.

1.11 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Houston County Highway Department;
- c.) any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.12 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas, internet, and cable; and
- b.) pipeline companies.

1.13 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B being part of the Development Plans.

1.15 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;

b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications by the dates set forth on Exhibit B;

c.) failure by the DEVELOPER to observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

1.16 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning, and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, labor strikes or work stoppages, unavailability of essential materials, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.17 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

A. AUTHORITY. DEVELOPER has the right, power, legal capacity, and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. NO DEFAULT. DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. PRESENT COMPLIANCE WITH LAWS. DEVELOPER has complied with and is not in violation of applicable federal, state, or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable zoning, environmental, or other law, ordinance, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the

DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

D. CONTINUING COMPLIANCE WITH LAWS. DEVELOPER will comply with all applicable federal, state, and local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental, or other law, ordinance, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. NO LITIGATION. There is no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality with respect to the PLAT.

F. FULL DISCLOSURE. None of the representatives and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER contains any untrue statement of material fact or omits any material fact the omission of which would be misleading.

G. PLAT COMPLIANCE. The PLAT and the DEVELOPMENT PLANS comply with all CITY, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations.

H. WARRANTY ON PROPER WORK AND MATERIALS. The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. The warranty period for DEVELOPER IMPROVEMENTS shall be for two (2) years after completion and acceptance by the City; DEVELOPER IMPROVEMENTS shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. OBTAINING PERMITS. DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state, and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.18 CITY WARRANTIES. "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

A. ORGANIZATION. CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. AUTHORITY. CITY has the right, power, legal capacity, and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.19 FORMAL NOTICE. "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY: City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

With Copy To: Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

If to OWNER: Michael Sexauer
MSM Development, LLC
5130 County 21
La Crescent, MN 55947

If to DEVELOPER: Michael Sexauer
MSM Development, LLC
5130 County 21
La Crescent, MN 55947

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2 PLAT APPROVAL

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the recitals above, and all other applicable City Ordinance provisions, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording.

ARTICLE 3 DEVELOPER IMPROVEMENTS

3.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS contained on Exhibit B in accordance with the DEVELOPMENT PLANS. The DEVELOPER IMPROVEMENTS shall be completed by June 15, 2022. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER PLANS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER PLANS are completed to the CITY's satisfaction.

ARTICLE 4 CITY IMPROVEMENTS CONSTRUCTED AT REQUEST OF DEVELOPER

4.1 SECURITY -DEVELOPER IMPROVEMENTS. The DEVELOPER shall furnish the CITY with an irrevocable letter of credit in an amount equal to 110% of the amount contained on Exhibit B. The bank and form of the letter of credit shall be subject to the approval of the City Attorney. The letter of credit shall be for a term ending 90 days after the expiration of DEVELOPER's warranty contained in Article 1.17(H). With the agreement of the CITY, DEVELOPER can satisfy the security requirement and the security requirement of the THIRD AMENDMENT TO DEVELOPMENT AGREEMENT for Horse Track Meadows with one (1) letter of credit. In this scenario, the letter of credit shall remain in effect until the expiration of the latter of the DEVELOPER's warranties under the two (2) Development contracts. The letter of credit shall secure compliance with all terms of this AGREEMENT. The CITY may draw down the letter of credit without any further notice than that provided in Section 11.

ARTICLE 5 PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The CITY has waived the requirement that the DEVELOPER contribute to CITY park.

ARTICLE 6 OTHER PERMITS

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits, and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits, and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

**ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS**

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit C.

**ARTICLE 8
DEVELOPER IMPROVEMENTS**

8.1 APPROVAL OF CONTRATORS AND ENGINEER. Any contractor, engineer, or surveyor selected by the DEVELOPER to design, construct, or install any DEVELOPER IMPROVEMENTS on Exhibit B must be approved in writing by the CITY.

8.2 CONSTRUCTION. The construction, installation, materials, and equipment related to DEVELOPER IMPROVEMENTS on Exhibit B shall be in accord with the DEVELOPMENT PLANS and completed by June 15, 2022.

8.3 CONSTRUCTION OBSERVATION/INSPECTION. The CITY or its designated representative, shall inspect the work installed by the DEVELOPER, its contractors, subcontractors, or agents. Prior to the commencement of any work or other improvement which will be subsequently buried or covered, DEVELOPER will allow the CITY to inspect such work or improvement to ensure compliance with DEVELOPMENT PLANS. Prior to recording of the plat, DEVELOPER shall pay the CITY the sum of Nine Thousand Five Hundred 00/100 Dollars (\$9,500.00) to reimburse cost incurred before for construction observation.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contract entered in to by the DEVELOPER for the installation and construction of all of the DEVELOPMENT PLANS and the DEVELOPER shall obtain lien waivers within fifteen (15) days after formal notice. The DEVELOPER agrees to repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to the DEVELOPMENT IMPROVEMENTS on Exhibit B that within the warranty periods become defective in the opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT, CITY ordinances, and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT, CITY ordinances, and the DEVELOPMENT PLANS, the DEVELOPER IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER IMPROVEMENTS. DEVELOPER will still retain a warranty obligation as contained in Article 1.17(H).

ARTICLE 9 RESPONSIBILITY FOR COSTS

9.1 DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS on Exhibit B; that is, all costs of persons doing work or furnishing skills, tools, machinery, or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

9.2 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering and reasonable attorneys' fees, except that in the event of disputed matters, the prevailing party shall be reimbursed by the losing party for any and all costs.

9.3 TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10 INDEMNIFICATION OF CITY

10.1 INDEMNIFICATION OF CITY. Provided the CITY is not in default under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss, or damage, DEVELOPER shall indemnify, defend, and hold the CITY, its COUNCIL, agents, employees, attorneys, and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards, and specifications by the dates set forth on Exhibit B;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) failure by the DEVELOPER to obtain the necessary permits and authorizations to

construct the DEVELOPER IMPROVEMENTS;

- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

10.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 10.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of ten (10) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

10.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 10.1 and 10.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 11 CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have ten (10) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within ten (10) days, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) if the CITY reasonably determines that the remedies in a.), c.), and e.) of this Article 11 are insufficient to protect the health and safety of the City, it may suspend any work, improvement, or obligation to be performed by the CITY related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit hereof to

the extent necessary to cure the DEVELOPER DEFAULT;

d.) if the CITY reasonably determines that the remedies in a.), c.), and e.) of this Article 11 are insufficient to protect the health and safety of the CITY, it may suspend or deny building and occupancy permits for any buildings within the PLAT to any lots within the PLAT;

e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minnesota Statutes section 429.081 with respect to such work or improvements.

11.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

11.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY, the OWNER, or the DEVELOPER shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a party to exercise any remedy available to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

11.4 EMERGENCY. Notwithstanding the requirement contained in Section 11.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the DEVELOPER a ten (10) day period to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the ten (10) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice

and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minnesota Statutes section 429.081 solely with respect to such work or improvements.

ARTICLE 12 MISCELLANEOUS

12.1 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT CONTRACT.

12.2 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

12.3 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

12.4 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

12.5 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the CITY.

12.6 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension, or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

12.7 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.8 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall

constitute one and the same instrument.

12.9 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

12.10 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER with respect to the PLAT shall prevail.

12.11 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors, a license to enter the PLAT to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and CITY IMPROVEMENTS.

12.12 JOINT PARTICIPATION. The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF LA CRESCENT

By: _____
Mikel Poellinger
Its Mayor

By: _____
Bill Waller
Its City Administrator

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON)

ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Mikel Poellinger and Bill Waller to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of La Crescent, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER AND DEVELOPER:

By: _____
Michael Sexauer
MSM Development, LLC
Its Member

By: _____
Melissa Sexauer-Mlsna
MSM Development, LLC
Its Member

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Michael Sexauer and Melissa Sexauer-Mlsna to me personally known, who being by me duly sworn, did say that they are the Members of MSM Development, LLC, the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Members of MSM Development, LLC and said Members acknowledged said instrument to be the free act and deed of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

AFTER RECORDING PLEASE RETURN TO:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF HORSE TRACK MEADOWS WEST

LOT FIFTY-FOUR (54), BLOCK ONE (1) OF HORSE TRACK MEADOWS, IN PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NINE (9); AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION EIGHT (8); ALL IN TOWNSHIP 104 NORTH, RANGE FOUR (4) WEST, CITY OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

DRAFT

EXHIBIT B
BID PROPOSAL HORSETRACK MEADOWS WEST, LA CRESCENT
SANITARY SEWER, STORM SEWER, WATERMAIN, STREET

BID PROPOSAL HORSETRACK MEADOWS WEST, LA CRESCENT
 SANITARY SEWER-STORM SEWER-WATERMAIN-STREET

I. SANITARY SEWER:		UNIT PRICE	EXTENSION
1.)	210 8" PVC SDR 35	\$ 40	\$ 8400
2.)	1 each 48" Manholes Complete	5000	5000
3.)	7 each -4" PVC Lateral to 10' inside property line	1500	10500
SUBTOTAL I		\$	23900
II. WATERMAIN:		UNIT PRICE	EXTENSION
1.)	230 L.F. - 8" SDR 18	\$ 40	\$ 9200
2.)	1 each - 8" Valve	2000	2000
3.)	1 each - 8" Bend	600	600
4.)	1 each - 8"x6" Reducer	550	550
5.)	1 each - Hydrants complete w/6" lead valve	5500	5500
6.)	7 each - 1" Type K copper water services to 10' inside property line	2000	14000
SUBTOTAL II		\$	31850
III. STORM SEWER:		UNIT PRICE	EXTENSION
1.)	1 each 48" Manholes Complete	5000	5000
2.)	2 each 2'x3' catch basin w/ frame & grate	2500	5000
3.)	34 L.F. 12" RCP CL4	40	1360
4.)	93 L.F. 18" RCP	45	4185
SUBTOTAL III		\$	15545
IV. STREET & GRADING:		UNIT PRICE	EXTENSION
1.)	14,405 S.F. Compacted 8" Cl. 5 Aggregate Base Course	\$ 1.25	\$ 18006.25
2.)	580 L.F. 30" Curb & Gutter	15	8700
3.)	14,405 S.F. 12" Select Granular Borrow	1.00	14405
4.)	13,900 S.F. 4" Bituminous pavement in place	4.00	55600
SUBTOTAL IV		\$	96711.25
GRAND TOTAL I; II; III; IV		\$	168006.25

The above to be completed by June 15, 2022.

EXHIBIT C
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.

a.) Letters of Credit. DEVELOPER must provide the letter of credit for the amount agreed upon.

2.) BUILDING PERMIT.

A. No Building Permit may be obtained until grading, curb, gutter, and gravel subbase for public streets, as contained in the DEVELOPMENT PLANS, is completed.

3.) CERTIFICATES OF OCCUPANCY.

A. No Certificates of Occupancy shall be issued for any buildings until the following has occurred to the satisfaction of the City Engineer:

1. Sewer and water have been installed;
2. The base course of bituminous for the street serving the lot must be constructed unless determination by WELLS & Co. that base course is not necessary for issuance of Certificates of Occupancy;

4.) DRIVEWAYS. Upon building a residence on a lot, each lot owner shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards.

ADDITIONAL TERMS

1. Employees or volunteer agents of DEVELOPER providing services at the plat of Horse Track Meadows West Development will be considered employees or volunteer agents of DEVELOPER alone and will in no way be considered employees or volunteer agents of the CITY. Agents of DEVELOPER shall not be considered agents of CITY. Employees of DEVELOPER shall not be considered employees of CITY. The CITY will not be held responsible or held liable for DEVELOPER or any DEVELOPER agents. It is agreed that DEVELOPER in the performance of the work and services agreed to be performed by and under this Agreement, shall not act as an employee of the CITY and none of its officers, employees, agents, or volunteers shall obtain any rights to retirement benefits or other benefits which accrue to CITY employees and DEVELOPER expressly waives any claim it may have to such rights. DEVELOPER shall be responsible for its own separate debts, obligations and other liabilities. DEVELOPER shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed to do business in the State of Minnesota with minimum limits of not less than \$2,000,000.00 per occurrence. DEVELOPER shall name the CITY as an additional insured and shall provide the CITY with a certificate of insurance showing evidence of liability coverage prior to the commencement of this Agreement. DEVELOPER shall also maintain worker's compensation in accordance with Minn. Stat. §176.182. DEVELOPER shall also be responsible for insuring its personal property.

Developer is required to maintain insurance in compliance with this provision until the expiration of Developer's warranty obligation in Paragraph 1.17(H) of the Original Agreement.

Signature Pages To Follow

CITY OF LA CRESCENT

By: _____
Mikel Poellinger
Its Mayor

By: _____
Bill Waller
Its City Administrator

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Mikel Poellinger and Bill Waller to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of La Crescent, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER AND DEVELOPER:

By: _____
Michael Sexauer
MSM Development, LLC
Its Member

By: _____
Melissa Sexauer-Mlsna
MSM Development, LLC
Its Member

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Michael Sexauer and Melissa Sexauer-Mlsna to me personally known, who being by me duly sworn, did say that they are the Members of MSM Development, LLC, the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Members of MSM Development, LLC and said Members acknowledged said instrument to be the free act and deed of the company.

Notary Public

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT**

Between

THE CITY OF LA CRESCENT, MINNESOTA

AND

MSM DEVELOPMENT, LLC

November _____, 2021

This instrument was drafted by:
Attorney Al Wieser, III
WIESER LAW OFFICE, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

This Third Amendment to Development Agreement ("Third Amendment") is made and entered into this _____ day of _____, 2021 between the City of La Crescent, Minnesota, a municipal corporation under the laws of Minnesota ("City") and MSM Development, LLC, a Minnesota limited liability company ("Owner" and "Developer").

RECITALS

WHEREAS, on June 2, 2020 the City and Owner and Developer entered into that certain Development Agreement ("Original Agreement") and on June 29, 2020 the City and Owner and Developer entered into a First Amendment to the Development Agreement ("First Amendment") and on August 6, 2020 the City and Owner and Developer entered into a Second Amendment to the Development Agreement ("Second Amendment") and, together with the "Original Agreement" and "First Amendment" and "Second Amendment" and together with this Third Amendment, ("Development Agreement"); and

WHEREAS, capitalized terms used in this Second Amendment and not otherwise defined herein have the meanings given to them in the Original Agreement; and

WHEREAS, the parties desire to amend the Development Agreement.

NOW, THEREFORE in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other to amend the Original Agreement as follows;

1. Additional Terms Paragraph 4 of the Original Agreement is hereby deleted in its entirety. The real property described on Exhibit I of the Original Agreement and Exhibit A herein is no longer encumbered by Additional Terms Paragraph 4 of the Original Agreement.
2. City agrees to reduce the Developer's Letter of Credit to Fifty Thousand 00/100 Dollars (\$50,000.00). Developer will maintain this Letter of Credit until the expiration of Developer's warranty obligation in Paragraph 1.18(H) of the Original Agreement except with agreement of City, Developer can provide one Letter of Credit to satisfy the obligation contained herein and Developer's obligations under Development Contract dated _____ regarding Horse Track Meadows West Development.
3. Additional Terms Paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced with

Employees or volunteer agents of DEVELOPER providing services at the plat of Horse Track Meadows Development will be considered employees or volunteer agents of DEVELOPER alone and will in no way be considered employees or volunteer agents of the CITY. Agents of DEVELOPER shall not be considered agents of CITY. Employees of DEVELOPER shall not be considered employees of CITY. The CITY will not be held responsible or held liable for DEVELOPER or any DEVELOPER agents. It is agreed that DEVELOPER in the performance of the work and services agreed to be performed by and under this

Agreement, shall not act as an employee of the CITY and none of its officers, employees, agents, or volunteers shall obtain any rights to retirement benefits or other benefits which accrue to CITY employees and DEVELOPER expressly waives any claim it may have to such rights. DEVELOPER shall be responsible for its own separate debts, obligations and other liabilities. DEVELOPER shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed to do business in the State of Minnesota with minimum limits of not less than \$2,000,000.00 per occurrence. DEVELOPER shall name the CITY as an additional insured and shall provide the CITY with a certificate of insurance showing evidence of liability coverage prior to the commencement of this Agreement. DEVELOPER shall also maintain worker's compensation in accordance with Minn. Stat. §176.182. DEVELOPER shall also be responsible for insuring its personal property.

Developer is required to maintain insurance in compliance with this provision until the expiration of Developer's warranty obligation in Paragraph 1.18(H) of the Original Agreement.

4. Exhibit B, Page 17, last paragraph is deleted in its entirety and replaced with the following:

Construction, establishment, and installation a walking trail four (4) feet in width as depicted on the preliminary plat of Horse Track Meadows as approved by the La Crescent City Council on February 10, 2020. Construction to be completed by July 1, 2022.

5. Prior to , Developer will pay the City the sum of Seven Thousand 00/100 Dollars (\$7,000.00). This amount is Developer's one-half (1/2) contribution for continuing the installation of the wear course until 2022.
6. No further amendment. Except as amended above, all other terms and conditions of the Original Agreement shall remain in full force and effect.
7. Effective Date. The amendments made to the Original Agreement, as amended by this First Amendment, shall be effective as of the date hereof.

IN WITNESS WHEREOF, the City and the Developer and Owner have caused this Third Amendment to Development Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

Signature Pages To Follow

CITY OF LA CRESCENT

By: _____
Mikel Poellinger
Its Mayor

By: _____
Bill Waller
Its City Administrator

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mikel Poellinger and Bill Waller, the Mayor and City Administrator, respectively, of the City of La Crescent, Minnesota, a Minnesota municipal corporation, on behalf of the City.

Notary Public

OWNER AND DEVELOPER:

By: _____
Michael Sexauer
MSM Development, LLC
Its Member

STATE OF MINNESOTA)
)
COUNTY OF HOUSTON) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Michael Sexauer, Member of MSM Development, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

#3.4



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 3, 2021
RE: Bid Results

Attached for review and consideration by the City Council are the bid results to pave the balance of the first phase of the Wagon Wheel Improvement project. The City has received a \$86,210 Local Trail Connections Program grant from the Minnesota Department of Natural Resources that will pay for 74% of the cost to pave the portion of the first phase of the Wagon Wheel improvement project that is not currently paved.

The total estimated project cost is \$116,500. The City's 2022 general fund budget includes \$30,280 for the local share of the project costs. The project will be completed in the spring of 2022.

In order to proceed with the project, we would suggest that the City Council accept the bid from Mathy Construction in the amount of \$96,333.75.

BIDDER'S LIST

Job #9233

Wagon Wheel Trail Phase 1 Paving
La Crescent, MN

Letting: October 19, 2021 @ 2:00 p.m.

		BID BOND	ADDENDUM	TOTAL BID
1	<u>Mathy Construction</u>	<u>Yes</u>	<u> </u>	\$ <u>96,333.⁷⁵</u>
2	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
3	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
4	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
5	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
6	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
7	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
8	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
9	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
10	<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>

WHKS & CO.		WHKS Job No. 9233		Mathy Construction Company	
WAGON WHEEL TRAIL PHASE 1 PAVING				920 10th Ave N., PO Box 189	
LA CRESCENT, MN				Onalaska, WI 54650	
LETTING DATE: OCTOBER 19, 2021 @ 2:00 PM					
ITEM	QUANTITY		UNIT	TOTAL	
MOBILIZATION	1	LUMP SUM	\$13,965.00	\$13,965.00	
REMOVE SIGN	4	EACH	\$250.00	\$1,000.00	
REMOVE BITUMINOUS PAVEMENT	5	SQ YD	\$200.00	\$1,000.00	
COMMON EXCAVATION	35	CU YD	\$111.25	\$3,893.75	
AGGREGATE BASE (CV) CLASS 5	35	CU YD	\$56.41	\$1,974.35	
SHOULDER BASE AGGREGATE (CV) CLASS 5	20	CU YD	\$62.00	\$1,240.00	
TYPE SP 9.5 WEARING COURSE MIX (2;B)	560	TON	\$124.40	\$69,664.00	
6" CONCRETE WALK	105	SQ FT	\$24.73	\$2,596.65	
TRUNCATED DOMES	20	SQ FT	\$50.00	\$1,000.00	
TOTAL BID				\$96,333.75	

#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: November 4, 2021
RE: Personnel Committee Recommendations

The Personnel Committee has the following recommendations for consideration by the City Council:

1. The Personnel Committee is recommending that the City Council approve an increase to the monthly salaries for the City Council and Mayor. Presently City Council members earn \$400 per month and the Mayor earns \$500 per month. The last increase in the salary for these positions occurred in January of 2009.

The Personnel Committee is recommending that the salary for members of the City Council be increased to \$500 per month, and that the salary for the Mayor be increased to \$600 per month. The proposed increase would take effect January 1, 2023.

Attached is a spreadsheet from the League of Minnesota Cities that shows the salaries of Mayors and City Council members from communities around the State.

The Personnel Committee cited the following reasons as a basis for recommending the increase in salaries:

- a. The last salary increase occurred in 2009.
- b. In addition to City Council meetings, each member also serves as the City Council representative to various commissions that require regular attendance at additional meetings.
- c. There are on-going technology costs related to receiving meeting materials via an electronic format.
- d. The present salary structure may limit younger members of the community from serving in elected office if there is a need to pay for daycare costs to allow for attendance at evening meetings.

The City Attorney will review at the meeting the process and requirements to increase the salary for these positions.

2. Attached for review and consideration by the City Council is Justin Thorsen's resignation as a Police Officer for the City of La Crescent. Mr. Thorsen began employment with the City of La Crescent as a Police Officer in 2007, and has served as a Sergeant in the Police Department since 2014.

Mr. Thorsen's departure from the Police Department creates a void that will be very hard to fill. Mr. Thorsen conducted himself in a way that was a credit to both this community and the law enforcement profession.

The Personnel Committee is recommending that the City Council accept Mr. Thorsen's resignation, and authorize that the position of Police Officer be advertised. A hiring recommendation will be presented at a future City Council meeting.

3. Debbie Shimshak, the City's Finance Director, has informed the City of her intent to retire at the end of July, 2022. A letter from Ms. Shimshak is included. Ms. Shimshak began employment with the City in 1995, having worked as the City's Bookkeeper, then Accountant, and ultimately as the City's Finance Director since 2001.

We are very happy for Debbie, and wish her nothing but good things in her retirement.

However, her retirement creates a rather large challenge ahead for the City.

One cannot begin to say enough good things about how Ms. Shimshak has performed her duties in one of the most challenging positions in this organization. Her never ending energy and enthusiasm, along with her dedication and commitment to the City, and her focus on maintaining and improving the overall financial condition of the City will require that numerous City employees pull together to ensure that the work is completed moving forward.

Ms. Shimshak plans for her last day in the office to be June 30, 2022, after the completion of the City's 2021 audit. Ms. Shimshak would then use the balance of her accumulated vacation during the month of July, with her last official day of employment being around July 29, 2022.

Moving forward, the Personnel Committee would recommend that the City Council authorize the following:

- a. That both the job descriptions and job titles for Chris Fortsch and Angie Boettcher be reviewed and modified as necessary. This information will be presented at a future City Council meeting.
- b. That at a date in the future Kara Tarrence, the City's Accountant, be promoted to the position of Finance Director.
- c. That at this meeting the City Council authorize that the position of Bookkeeper be advertised. A hiring recommendation would then be presented at a future City Council meeting. The hiring of a Bookkeeper now, would allow for Ms. Tarrence to train that person into the position. Once the Bookkeeper was adequately trained, Ms. Tarrence would then be able to work directly with Ms. Shimshak in the Finance Directors position.
- d. That the City Council authorize the City Attorney to review and establish a Post-Retirement Healthcare Savings Plan for full-time City employees not represented by a bargaining unit. Currently, non-bargaining unit employees would receive 50% of their accumulated sick leave in a lump sum cash payment. City employees represented by a bargaining unit would have 60% of their accumulated sick leave paid into a healthcare savings plan. We are suggesting that for Ms. Shimshak, given her years of service along with the advance notice that she is providing, that 100% of her accumulated sick leave be paid into a healthcare savings plan.
- e. That the City Council authorize the City Attorney to prepare a Phased Retirement Option for Ms. Shimshak. This is an option that is available under the State of Minnesota's retirement plan. As proposed, in August and September of 2022, Ms. Shimshak would work 20 hours per week, and in October of 2022, Ms. Shimshak would work 10 hours per week. This would be of tremendous assistance to the City with numerous items, including the preparation of the City's 2023 budget. As part of the Phased Retirement Option, Ms. Shimshak would stay on the City's insurance through the end of October 2022, with the current City contribution towards insurance.
- f. That the City Council authorize the City Attorney to prepare a memo of understanding with the AFSCME union to increase Ms. Tarrence's wages by \$3 per hour, effective January 1, 2022.

The following is a tentative timeline related to this process:

- November 8, 2021 – City Council approves advertising Bookkeeper's position.
 - December 20, 2021 – City Council considers a hiring recommendation for the Bookkeepers position. City Council considers changes to the Administrative Assistants and Administrative Clerks positions.
 - December 20, 2021 – City Council considers a Post-Retirement Healthcare Savings Plan for non-bargaining unit City employees, and a Phased Retirement Option for Ms. Shimshak.
 - December 20, 2021 – City Council considers a memo of understanding with the AFSCME union to increase Ms. Tarrence's rate of pay by \$3 per hour, effective January 1, 2022.
 - April 25, 2022 – City Council considers a recommendation to promote Ms. Tarrence to Finance Director, effective July 1, 2022. On the first of July, 2022, Ms. Tarrence would move to step 1 in the Finance Director's salary schedule, and begin a one-year probationary period.
 - June 30, 2022 – Ms. Shimshak's last official day in office before beginning vacation.
 - July 1, 2022 – Ms. Tarrence's promotion to Finance Director becomes official.
 - July 29, 2022 – Ms. Shimshak's last day of work prior to beginning retirement.
 - August 1, 2022 – Ms. Shimshak begins Phased Retirement Option.
 - October 28, 2022 – Ms. Shimshak's Phased Retirement Option with the City concludes.
4. Attached is Kayce Gentry's resignation letter as the City's Librarian. This is informational and does not require action by the City Council.

Organization	Region	Population	Full Time Employees	Total Budget	Number of Elected Officials	Annual Base Salary	Mayor	Mayor Annual Base Salary	Medical	Appointed Date	Org Participation Date
Princeton	Central	4,732	46	\$14,536,505		\$3,090		\$3,605	Not Offered		4/19/2018
Redwood Falls	Southwest	5,135	128	\$27,925,485	5	\$4,800	1	\$6,000	Not Offered	5/10/2021	5/4/2021
Rice Lake	Northeast	4,288	10	\$1,542,519	2		1		Not Offered	1/2/2017	3/27/2020
Rockford	Metro	4,380	10	\$4,400,000	4		1		N/A	3/10/2017	3/10/2017
Sauk Centre	Central	4,316	23	\$5,904,447	4		1		N/A	3/10/2017	3/10/2017
Scandia	Metro	3,945	8	\$2,160,800	4	\$3,360	1	\$4,144	Not Offered	1/1/2019	9/17/2020
Spring Lake Park	Metro	6,768	34	\$6,583,642	4		1		N/A	3/10/2017	3/10/2017
St. James	Southwest	4,298	56	\$15,090,772	5		1		N/A	3/10/2017	3/10/2017
St. Joseph	Central	6,174	23	\$8,776,650	4		1		N/A	3/10/2017	3/10/2017
St. Paul Park	Metro	5,611	21	\$5,722,000	4	\$3,800	1	\$4,350	Not Offered	1/1/2019	4/15/2021
Stewartville	Southwest	6,575	20	\$8,604,870	4	\$4,000	1	\$6,000	N/A	1/1/2021	3/17/2021
Victoria	Metro	10,144	19	\$14,265,950	4	\$4,800	1	\$6,000	N/A	1/1/2020	4/15/2020
Wadena	Central	4,161	66	\$3,575,199	4		1		N/A	3/10/2017	3/10/2017
Waite Park	Central	7,429	39	\$7,338,102	4		1		Not Offered	12/31/2016	3/19/2018
Watertown	Metro	4,226	10	\$4,396,403		\$4,200		\$5,400	Not Offered	1/1/2021	4/21/2021
Wayzata	Metro	4,561	132	\$16,002,369	5	\$4,500		\$6,000	Not Offered	1/1/2017	1/25/2021
Windom	Southwest	4,637	78	\$2,762,367	5	\$4,000	1	\$4,600	N/A	1/1/2019	5/20/2020
Zimmerman	Central	5,228	11	\$6,000,000	4		1		N/A	3/10/2017	3/10/2017

October 27, 2021

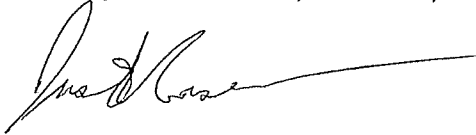
Chief Douglas Stavenau

Please accept this as my formal resignation from the City of La Crescent Police Department. My last official day will be Saturday, December 4, 2021, in accordance with the pay periods. If possible, I would like to use vacation days on November 22, 23, 26, 29, 30, and December 1. My last work day would be on Sunday, November 28, 2021.

I am grateful for the opportunity to work for the La Crescent Police Department and all the experiences I have gained from this department. I feel at this point in my life a career change is warranted and needed for me. It has been a pleasure to work with you and all the other members of the department as well as city hall staff.

Let me know if there is anything that I can do to make this transition as easy as possible. I would like to see the department continue to be an asset to the community.

Best Regards, and thank you for everything,

A handwritten signature in black ink, appearing to read "Justin Thorsen", with a long horizontal flourish extending to the right.

Justin Thorsen

Debra Shimshak
429 2nd Street N. #211, La Crosse, WI 54601

November 3, 2021

Bill Waller, City Administrator
Honorable Mayor and Council Members
315 Main Street
La Crescent, MN 55947

Dear Bill, Mayor and Council Members:

I would like to inform you that I will be retiring from my full-time position effective July 29, 2022. I want to make sure that the City's audit be completed by June 30, 2022 and then would appreciate being allowed to use vacation during the month of July. I would offer to continue working on a limited basis through October 31, 2022, using the phase out retirement option that would allow me to continue offering my assistance through the budgeting process and the majority of the year-end reporting.

I have truly enjoyed working for the City of La Crescent, and I sincerely appreciate the support provided to me during my 27 years. I would especially like to thank Bill Waller for his guidance and support during all 27 of those years. I have learned more than I could have ever imagined and can appreciate the intense work ethic that it takes to make a city operate on a day-to-day basis. I have had the opportunity to wear many hats since my employment started in 1995 and am proud to have had the chance to do it all. Everything from renting that sheet of ice at the Ice Arena to safeguarding and investing millions of dollars for the city. I am so thankful to have had the opportunity to work with so many dedicated coworkers who I call friends.

Although I will miss everyone, I am looking forward to the next chapter of my life. I plan to spend a lot more time with my family and friends along with traveling the country. I am also looking forward to hiking, biking, reading and working on my cross stitch.

Thank you and I wish nothing but the best for the city and look forward to following the projects and progress that the city continues to make. This is what makes it such a beautiful place to live and work.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Shimshak".

Debbie Shimshak



LA CRESCENT PUBLIC LIBRARY

321 MAIN ST., LA CRESCENT, MN 55947

PHONE (507)895-4047 FAX (507)895-7153

To: City Council, City of La Crescent
315 Main Street
La Crescent, MN 55947

Dear Council Members,

Having already informed the Library Board of Trustees at their October meeting, I would like to formally tender my resignation as the Director of the La Crescent Public Library effective December 31st.

I am so grateful to the City Council, the Library Board of Trustees, and the Friends of the Library who provide such wonderful support to the library. This has been a truly great job in the time I have been fortunate enough to do it.

My resignation is entirely for personal reasons and is in no way a reflection on the library, the staff, or the community. I have found that since having my daughter last year my working full time is not the best choice for my family. This is a difficult decision, but I think it is the right one for me at this time.

Yours with thanks,

Kayce Gentry
Library Director

3.6



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

PHONE: (507) 895-8200
FAX: (507) 895-8458

AL WIESER, JR.
Emeritus

T TO: Honorable Mayor and City Council Members
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: November 2, 2021
RE: Marketing and Promotional Agreements

[Handwritten signature and date 11/2/21 are present over the TO and CC lines.]

Attached for Council consideration find the following:

1. Marketing and Promotional Agreements between the City of La Crescent and La Crosse Area Convention and Visitor Bureau, Inc.
2. Marketing and Promotional Agreements between the City of La Crescent and La Crescent Area Event Center, Inc.
3. Marketing and Promotional Agreements between the City of La Crescent and La Crescent Area Chamber of Commerce and Tourism

The agreements are in substantially the same form as the last agreements with the exception of the term. The term of these agreements would begin January 1, 2022 and end December 31, 2022.

The attached will be reviewed with City Council at the upcoming meeting.

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2021 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crescent Area Chamber of Commerce and Tourism, a not for profit corporation under the laws of Minnesota, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190 and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2022 and shall terminate on December 31, 2022. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

La Crescent Area Chamber of Commerce and Tourism
Attn: President
111 South Walnut Street, Suite B
La Crescent, MN 55947

With a copy to:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a nine (9) member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as the rules

and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Quarterly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees, agents, and elected officials from and against any and all liability, loss, damage, claims, actions,

costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

Section 9. Open Meeting Law Requirement

Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 19.5% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement. The City will no longer contribute to annual expenses of Company relating to postage or membership(s) to third party organizations.

ARTICLE IV. MISCELLANEOUS

Section 1. Entire Agreement.

This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

Section 2. Assignment.

Company may not assign this Agreement to any other person unless written consent is obtained from the City.

Section 3. Amendments.

Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

Section 4. Nondiscrimination.

In the hiring of employees to perform work under this Agreement, Company shall not discriminate against any person by reason of any characteristic protected by state or federal law.

Section 5. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

Section 6. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the

State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.

Section 7. Waivers.

The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

Section 8. Ownership of Documents.

All reports, plans, specifications, data, maps, and other documents produced by Company in the performance of services under this Agreement shall be the property of the City.

Section 9. Government Data.

Company agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

Section 10. Counterparts.

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

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If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

Section 12. Construction of Agreement.

This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

Section 13. Miscellaneous.

This Agreement shall supersede and replace all previous Marketing and Promotional Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

EXHIBIT A

1. Workers' Compensation Insurance

The Company must provide Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Company shall also provide Employer's Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Company from Workers' Compensation insurance, the Company must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Company from the Minnesota Workers' Compensation requirements.

2. Commercial General Liability Insurance

This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$1,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured.

3. Business Automobile Liability Insurance

The Company is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobiles.

4. Additional Insurance Conditions

- The Company's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Company's performance under the contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Company's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis.
- Any insurance limits in excess of the minimum limits shall be available to the City.
- All policies shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.
- Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Company to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Company is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The Company's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Company shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Company is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Company.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The City's failure to approve or disapprove the Company's policies or certificates shall not relieve the Company of full responsibility to maintain the required insurance.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Company under the contract.

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2021 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crescent Area Event Center, Inc., a not for profit corporation under the laws of Minnesota, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190 and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2022 and shall terminate on December 31, 2022. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

La Crescent Area Event Center, Inc.
Attn: President
595 Veterans Way
La Crescent, MN 55947

With a copy to:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a _____ member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as

the rules and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Quarterly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees, agents, and elected officials from and against any and all liability, loss, damage, claims, actions,

costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

Section 9. Open Meeting Law Requirement

Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 19.5% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement.

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Section 1. Entire Agreement.

This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

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Company may not assign this Agreement to any other person unless written consent is obtained from the City.

Section 3. Amendments.

Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

Section 4. Nondiscrimination.

In the hiring of employees to perform work under this Agreement, Company shall not discriminate against any person by reason of any characteristic protected by state or federal law.

Section 5. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

Section 6. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of

Houston, State of Minnesota.

Section 7. Waivers.

The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

Section 8. Ownership of Documents.

All reports, plans, specifications, data, maps, and other documents produced by Company in the performance of services under this Agreement shall be the property of the City.

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Company agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

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If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

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Section 13. Miscellaneous.

This Agreement shall supersede and replace all previous Marketing and Promotional Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

EXHIBIT A

1. Workers' Compensation Insurance

The Company must provide Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Company shall also provide Employer's Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Company from Workers' Compensation insurance, the Company must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Company from the Minnesota Workers' Compensation requirements.

2. Commercial General Liability Insurance

This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$1,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured.

3. Business Automobile Liability Insurance

The Company is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

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- The Company's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Company's performance under the contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Company's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis.
- Any insurance limits in excess of the minimum limits shall be available to the City.
- All policies shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.
- Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Company to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Company is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The Company's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Company shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Company is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Company.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The City's failure to approve or disapprove the Company's policies or certificates shall not relieve the Company of full responsibility to maintain the required insurance.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Company under the contract.

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2021 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crosse County Convention and Visitor Bureau, Inc., d/b/a Explore La Crosse, a not for profit corporation under the laws of Wisconsin, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190, and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2022 and shall terminate on December 31, 2022. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

City Administrator	La Crosse County Convention & Visitor Bureau, Inc.
City of La Crescent	Attn: President
315 Main Street	410 East Veterans Memorial Drive
La Crescent, MN 55947	La Crosse, WI 54601

With a copy to:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a seventeen (17) member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as

the rules and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Monthly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement. Company shall also provide a copy of its annual audit to City within thirty (30) days of receipt.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees,

agents, and elected officials from and against any and all liability, loss, damage, claims, actions, costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

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Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 61% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

EXHIBIT A

1. Workers' Compensation Insurance

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- The Company's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Company shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Company is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Company.
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- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Company under the contract.

#3.7



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

AL WIESER, JR.
Emeritus

PHONE: (507) 895-8200
FAX: (507) 895-8458

TO: Mayor and City Council
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: November 3, 2021 11/3/21
RE: Joint Powers Agreement – Minnesota Bureau of Criminal Apprehension

Attached are the proposed Joint Powers Agreement and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement between the City of La Crescent and the Minnesota Bureau of Criminal Apprehension (BCA) which I recently received. The Agreement relates to information and data that the BCA obtains in support of criminal justice. The Agreement and Amendment are effective for five (5) years and were last executed in 2016. The Agreement appears to be in order and should be approved by Resolution. The Resolution approves the Agreement and authorizes the Mayor and City Administrator to execute the Joint Powers Agreement and authorizes myself and Police Chief Doug Stavenau to be designated as Authorized Representatives to sign any subsequent amendment or agreement that may be required.

RESOLUTION NO. 11-21-34

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE
CITY OF LA CRESCENT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of La Crescent on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Crescent, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of La Crescent on behalf of its Prosecuting Attorney and Police Department are hereby approved.

2. That the Chief of Police, Douglas Stavenau, or his successor, is designated the Authorized Representative for the La Crescent Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Wieser Law Office, P.C., Al Wieser, III is appointed as the Authorized Representative's designee.

3. That Wieser Law Office, P.C., Al Wieser, III, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Wieser Law Office, P.C., Al Wieser, III is appointed as the Authorized Representative's designee.

4. That Mike Poellinger, the Mayor for the City of La Crescent, and Bill Waller, the City Administrator for the City of La Crescent, are authorized to sign the State of Minnesota Joint Powers Agreements.

ADOPTED this 8th day of November, 2021.

SIGNED:

Mike Poellinger, Mayor

ATTEST:

Bill Waller, City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of La Crescent on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Al "Skip" Wieser, Attorney
Address: 33 S Walnut St, Ste 200
La Crescent, MN 55947
Telephone: 507.895.8200
Email Address: swieser@wieserlaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Mike Poellinger

Signed: _____

Title: Mayor, City of La Crescent

Date: _____

Name: Bill Waller

Signed: _____

Title: City Administrator, City of La Crescent

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of La Crescent on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200503, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to*

Administrative Records, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made

available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber

Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Douglas Stavenau

Signed: _____

Title: Chief of Police, City of La Crescent

Date: _____

Name: Al Wieser, III, Wieser Law Office, PC

Signed: _____

Title: City Attorney, City of La Crescent

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: November 3, 2021
RE: December City Council Meeting Schedule

Due to the Christmas holiday, we are suggesting that the City Council move the second regular meeting in December from Monday, December 27, to Monday, December 20, 2021.

#3.9



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bel*
DATE: November 3, 2021
RE: City Hall Holiday Hours

Due to the Christmas and New Years holidays falling on Friday and Saturday this year, we are suggesting the following City Hall hours for the 2021 holiday season.

- City Hall would close at 12:30 in the afternoon on both Thursday, December 23rd, and Thursday, December 30, 2021. This would be the half-day holiday that employees receive for Christmas Eve and New Year's Eve.
- City Hall would be closed on Friday, December 24th, and Friday, December 31st. AFSCME employees that work at City Hall would receive 8 hours of holiday pay at straight time for each of these two days. There are 7 full-time and 1 part-time employee that fall in this classification.

3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 3, 2021
RE: Review City Hall Hours

In May of 2020 the City Council approved a change in the days and hours of operation for City Hall. It was agreed that the change would be evaluated and modified as necessary, and remain in effect through the end of 2020.

In December of 2020 the City Council agreed to continue with City Hall being open from 7:30 am to 6:00 pm, Monday through Thursday. This change was through the end of 2021, with the understating that it would be reviewed prior to the end of 2021.

We continue to believe that the change has been well received by a majority of the public, and has accomplished its goal of providing additional hours of service to individuals that would otherwise not be able to get to City Hall during the previous hours of operation.

We would suggest that the City Council continue with the current hours and days for City Hall being open in 2022, and review the matter again prior to the end of 2022.

#3.11



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: November 3, 2021
RE: Development Commission By-Law Amendment

Attached are the Rules and By-Laws for the City's Development Commission. The Development Commission is recommending that the by-laws be amended to include the addition of the Secretary of the La Crescent Chamber of Commerce as an ex-officio member.

We would suggest that the City Council approve the amendment as proposed.

Rules and Bylaws of the Economic Development Commission (EDC) of La Crescent MN (latest amendment October, 2021*)

I. Authority

The Economic Development Commission (EDC) of the City of La Crescent is established as a Standing Commission by the City Council.

The EDC was established by City Council actions of August 11, 2014 and August 25, 2014. These Bylaws and Rules were adopted by the EDC to facilitate the performance of its duties and functions. Where there is a conflict between the provisions of the Bylaws and the City Ordinances, the provisions of the City Ordinances will govern.

II. Reporting to Council

The EDC shall report to the City Council at least once a year or as otherwise requested by the Council. Routinely after each meeting the EDC shall make written findings of fact together with its recommendation for matters referred to the EDC for study. The written documents shall be transmitted to the City Administrator for consideration by the City Council at a subsequent meeting.

III. EDC

A. Qualification of members, terms of office and voting

1. The EDC shall consist of seven members who are appointed by the City Council from among the residents of the City or a maximum of two non-La Crescent residents who have an interest in the City's economic development. Appointments shall be for a three-year term. In order to provide a rotating membership, the initial members shall have varying terms beginning as of January 1, 2015, with two of the directors serving for one year, two for two years, and three for three years. The City Economic Development Director is a continuous member of the EDC. Each appointed member's membership shall terminate if that member no longer has an interest in the City economic development.
2. In addition, three ex-officio members shall be appointed, one from the administrative membership of the City government, one from the membership of the City Council and the secretary of the La Crescent Chamber of Commerce. Ex-officio members shall be appointed for annual terms. Each ex-officio member's membership on the EDC shall terminate with the office from which that ex-officio membership is derived
3. All members (appointed, hired or ex-officio) serve at the pleasure of the City Council.
4. The Chief of Police, Building Official, City Attorney, City Administrator and Public Works Director are ex-officio members of all commissions, and the duration of their terms in such ex-officio capacities shall correspond with their respective tenures in their general capacities.

5. Ex-officio members of the EDC are encouraged to provide input, ask questions and offer opinions, but are not entitled to vote on matters that come before the EDC.
6. Members other than ex-officio shall be appointed from among persons in a position to represent the general public interest, and no person shall be appointed with private or personal interests likely to conflict with the general public interest. If any person appointed shall find that his or her private or personal interests are involved in any matter coming before the EDC, he or she shall disqualify himself or herself from taking part in action on the matter, or he or she may be disqualified by the chairperson of the EDC.

B. Removal from office and vacancies

1. Appointments to the EDC, the heretofore provisions notwithstanding, are subject to cancellation or revocation at any time, with or without cause at the sole discretion of the City Council. In the event of vacancies, appointments to fill any vacancy shall be made by the City Council for the unexpired term of the vacant member's position.
2. It shall be the duty of the Chairperson of the EDC to notify the City Council promptly of any vacancies occurring in membership. The City Council shall fill such vacancies within sixty days for the unexpired term of the original appointment.

C. Officers, rules, employees, salaries and expenses.

1. The EDC shall elect a chairperson and vice-chairperson from among those of its members who are not appointed ex-officio, and may create, with ratification of the City Council, such other offices as it may determine. The Economic Development Director shall serve as secretary to the EDC. The secretary shall not be entitled to vote.
2. The Chairperson shall preside over meetings and shall have the authority to add or cancel regular meetings and to call special meetings as provided below. The Chairperson shall work with appropriate city staff in organizing agendas of all EDC meetings.
3. The Vice-chairperson shall assume the duties of the Chairperson in the absence of the Chairperson. In the event of the absence of both the Chairperson and the Vice-chairperson those members present shall elect a temporary chairperson to preside over the meeting.
4. The EDC shall adopt rules for its governance and for the transaction of its business and shall keep a record of attendance at its meetings and of resolutions, transactions, findings and determinations showing the vote of each member on each question requiring a vote or if absent or abstaining from voting, indicating such fact. The records of the EDC shall be a public record. The Business transacted at all EDC meetings shall follow a standard agenda form as prescribed by the City Council and available at the City Administrator's office. Minutes of all proceedings which are public information shall be kept by the Economic Development Director and shall be available at all reasonable times and frequencies as public information and especially for review by the City Administrator, City Council and where indicated, other city staff department heads.

5. Subject to prior approval of the City Council and within limits set by appropriations or other funds made available, the EDC may employ such staff, technicians and experts as may be deemed proper, and may incur such other expenses as may be necessary and proper for the conduct of its affairs. Members of the EDC shall receive no salary or fees for their services thereon, unless the City Council shall provide otherwise. EDC members may receive reimbursement for necessary travel, per diem and other expenses while on official business for the EDC if funds are available for this purpose.
6. Reimbursement is limited to the following. EDC members shall receive such reimbursement for expenses incurred as a result of commission duties with prior approval thereof as the City Council may authorize. Subject to such approval reimbursement may be made for:
 - a. Fees incidental to attendance at out-of-town meetings and seminars
 - b. Ordinary and necessary expenses incurred while attending and in connection with out-of-town seminars and meetings.
 - c. Necessary special equipment and supplies with prior City Council approval.

D. Appropriations, fees and other income

The City Council shall make available to the EDC such appropriations as it may see fit for fees and expenses necessary in the conduct of EDC work.

E. Functions, Powers and Duties

1. The functions, powers and duties of the EDC shall generally be to act as fact finder concerning matters appropriately before it in regard to make recommendation to and advise the City Council concerning but not necessarily limited to:
 - a. The gathering and organization of basic information related to economic development and the potential for economic development within the City.
 - b. Serving as a resource for the City Council to consider details of economic development matters and formulating recommendations for the City Council to consider.
 - c. Drafting strategies and policies relating to economic development at the request of the City Council for consideration of City Council ratification and implementation.
 - d. Support the economic development section of the City's Comprehensive Plan by coordinating with the City Planning Commission.
 - e. Being a focal point for considering requests received by the City Administration for further study and support.
2. In connection with its duties, within the limits of its funds and with prior approval of the City Council, the EDC may make or cause to be made materials, documentation and surveys related to economic development matters. Such work shall be coordinated with activities of the City Planning Commission as related to the maintenance of the Comprehensive Plan.
3. Consistent with organizational structure and specific duty assignments, all city employees shall, upon request and within a reasonable time, furnish to the EDC or its employees or agents such available records or information as are required in the EDC's work.

F. Meetings, Quorum and Attendance

1. The EDC shall hold regular meetings. Meetings will be held the second Monday of each month commencing at 4:00 PM unless another time or date is agreed.
2. Special meetings may be called by the Chairperson upon sufficient notice to all EDC members.
3. Regular or special meetings may be cancelled by the Chairperson in the event that there are no items of business requiring the attention of the EDC or for lack of a quorum, inclement weather or other good and sufficient reason.
4. A quorum shall consist of a majority of the EDC members excluding ex-officio members.
5. EDC members shall advise the Economic Development Director (or if not available, then the EDC Chairperson) of an anticipated absence from any regularly scheduled EDC meeting. Members are expected to make reasonable effort to attend. Two unannounced absences in a year shall be cause for consideration of replacement for the unfulfilled term. Attendance records will be kept on a calendar year basis and reported to the City Council at least in December.
6. Meetings shall be announced at a minimum by posting at City Hall

G. Public Hearings

The purpose of a hearing is to collect information and facts in order for the EDC to develop an economic planning recommendation for the City Council. At a public hearing the following procedure shall be followed for each case for which the hearing is held.

1. Chairperson shall state the case to be heard
2. Chairperson shall call upon the Economic Development Director or designee to provide a staff report.
3. Chairperson shall ask the applicant to present his or her case.
4. Members of the EDC shall be allowed to question the applicant about their proposal.
5. Interested persons may address the EDC giving relevant information regarding the proposal before the EDC with questions being directed through the Chairperson. Reasonable rules limiting individual time to speak may be established to ensure that time is equitably available to all interested parties.
6. The hearing shall be closed. Interested persons shall not be heard again except by agreement of the Chairperson.
7. The EDC shall discuss and clarify the issue and take action.

H. Rules of Procedure

Meetings shall be by Robert's Rules of Order Newly Revised for all meetings of the EDC.

I. Adoption and amendment

These Bylaws and Rules shall be adopted or amended by an affirmative vote of 2/3 of the EDC members present at a regular or special meeting notwithstanding that no rule or amendment can be in conflict with any City Ordinance. A copy of these Bylaws and Rules shall be forwarded to the City Council for its information.

*Change history

Adopted July 8, 2015

Amended August 8, 2016

Amended February 11, 2019

Amended October 2021

#3.12



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 3, 2021
RE: Development Commission Appointment

We are suggesting that the City Council appoint Sarah Danielson to the City's Development Commission to fill the vacancy created by Eileen Krenz's resignation.

3.13

RESOLUTION NO. 11-21-35

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN OCTOBER, 2021**

WHEREAS, the following donations were made to the City of La Crescent in the month of October, 2021:

1. The Rotary Club of La Crescent wishes to donate \$1,750.02 to be used towards the new playground at Veterans Park.
2. The La Crescent Area Healthy Community Partnership-Community Garden wishes to donate \$100.00 to the La Crescent Fire Department for departmental purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donation stated above.

ADOPTED this 8th day of November, 2021.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.14



TO: Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: 10/19/2021
SUBJECT: Motor Vehicle Testing Update

According to Richard Pike, DPS Region Supervisor for our area, when MV testing services return to La Crescent it will be limited to road testing only. All written testing in our area will be conducted at the Winona exam station, which will be open Monday through Friday.

DPS has interviewed and selected candidates for the examining positions. The candidates are in the background approval phase and then will move into training. Richard does not expect the training to be complete before the end of December. Therefore, we would not anticipate that the Community room will be utilized by DPS before January of 2022.

#3.15



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 3, 2021
RE: Proposed 2022 General Fund Budget/Levy

Attached for review by the City Council is the proposed 2022 general fund budget and the resolution that set the preliminary levy.

To date, the City Council has taken the following action:

1. Adopted a resolution that set the preliminary levy.
2. Set the date for when the proposed budget and levy will be discussed and the final budget and levy set. That date is 6:00 p.m., on Monday, December 13, 2021. This is the first regular scheduled City Council meeting in December.

A couple of notes for the City Council to remember as part of the budget review and adoption process:

1. The City Council cannot adopt the 2022 general fund budget until after the public meeting in December.
2. Once the preliminary levy is set, the City Council has the discretion to lower the levy but the City Council cannot increase the preliminary levy.

The proposed 2022 preliminary levy resolution reflects a 5.5% increase. The final total City levy in 2021 was \$3,169,729, and the proposed total levy for 2022 is \$3,343,638.

For City Council information, in 2021 there have been, or are currently pending, a total of 19 new homes constructed. The total permit valuation for 2021 is approximately \$5,400,000.

The preliminary levy resolution will be reviewed with the City Council at the meeting. The total City levy (pink), is a combination of the ad valorem tax levy (yellow), the library levy (purple), and the debt service levy (green).

Pages 1 -8 are the revenue portion of the budget. The expenditure portion of the budget starts on page 8 with the Council portion of the budget.

The following is a summary of the proposed 2022 general fund budget:

1. This is the ad valorem tax, and is the yellow figure from the preliminary levy resolution.
2. This is the City's local government aid for 2022.
3. This is the grant funds for the design and construction of the third phase of the Wagon Wheel improvement project.
4. This is the grant funds to pave the balance of the first phase of the Wagon Wheel improvement project, and reconstruct the road to the West Channel boat landing.
5. This is the bond proceeds from the City's 2022 street reconstruction bonds.
6. The proposed budget retains funding for the Community Development Director's position, although there is not a current proposal to fill the vacancy. In addition, the proposed budget includes an increase in the hours contracted with the City's Sustainability Coordinator. The increase is due to the expanded role in the Building and Zoning Department by coordinating meetings of the Planning Commission, along with new duties associated with preparing and administering the City's stormwater public education, outreach and public involvement program as part of the City's compliance with the MS4 permit.
7. The proposed budget includes funds for the 2022 election cycle.
8. The proposed budget includes funds for the monthly payment for the purchase of the property at 332 South First Street.
9. The proposed budget includes a reallocation of the cost split for the Building Official by reducing the amount of time allocated to the water and sewer department, with a corresponding increase in the Building and Zoning Department. The proposed budget also includes funds for a new full-time position that would be split equally between the Fire Department and Building and Zoning, and would respond to medical and fire emergencies during the day, while also assuming duties related to inspections and code enforcement.
10. The proposed budget includes funds for the addition of a sixth position in the City's Public Works Department. The balance of the cost for the position would be allocated equally between the water and sewer departments. The position would focus on water meter replacement, along with general maintenance duties in the City's Public Works Department.
11. This is the expenditure for the design engineering that offsets a portion of the revenue described in number 3 on this list.
12. This is the expenditure for the construction that offsets the revenue described in numbers 3, 4 and 5 on this list.
13. The proposed budget includes funds for a transfer to the ice arena fund, along with a set a side of funds for ongoing building maintenance at the ice arena.
14. The proposed budget includes funds for the update to the City's Comprehensive Park & Recreation Plan.

15. A copy of the proposed library budget is attached.

As in the past, we will continue to review the proposed budget and evaluate changes or modifications. The proposed budget will be added to the agenda for future City Council meetings for purposes of review and discussion prior to the public meeting in December when the budget and levy will be considered.

A hard copy of the budget will be available for you at the meeting.

RESOLUTION 09-21-32

RESOLUTION MAKING PRELIMINARY GENERAL LEVIES FOR COLLECTION WITH REAL ESTATE TAXES PAYABLE IN THE CALENDAR YEAR 2022

BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota as follows:

1. It is hereby determined and declared that there shall be and there is hereby levied upon all taxable property within the City for the general purposes of the City, as provided by law, to be collected in the year 2022 as part of the general taxes due and payable in the year 2022 a direct ad valorem tax in the amount of **\$2,060,738.00** as provided by State law to be levied and collected in the manner provided by law.
2. Be it also hereby determined and declared that there shall be and there is hereby levied upon taxable property within the City of La Crescent for public library service, a tax in the amount of **\$175,990.00** to be collected in the year 2022, as authorized by Minnesota Statutes, Section 134.33 and 134.34.
3. It is hereby found, determined, and declared that the amounts set forth in a column at the right to be levied with taxes to be collected in the calendar year 2022, in conjunction with the various bonds issued and sinking funds described below:

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2022
322	2015A	G.O. Refunding Bonds – Apple Blossom Acres	\$5,000.00
324	2011A	G.O. Improvement Bonds – Crescent Valley	\$120,000.00
325	2016A	G.O. Refunding Rec. Fac. Bonds – Aquatic Center	\$198,700.00
326	2013A	G.O. Equipment Certificates	\$40,000.00
327	2016A	G.O. Improvement Bonds – Oak St. Recon.	\$112,400.00
328	2017A	G.O. Equipment Certificates	\$120,250.00
329	2018A	G.O. Improvement Bonds – Streets/Veterans Park	\$146,700.00
330	2019A	G.O. Equipment Certificates – Fire Truck	\$49,700.00
331	2019B	G.O. Improvement Bonds – Street Recon.	\$32,300.00
332	2020A	G.O. Improvement Bonds – HTM	\$188,000.00
333	2020A	G.O. Bonds – Tax Abatement - Ice Arena	\$23,860.00
601	2015A	G.O. Utility Revenue & Crossover Ref. Bond	\$46,500.00
601	2016A	G.O. Utility Revenue & Crossover Ref. Bond	\$23,500.00
		TOTAL DEBT SERVICE LEVY	\$1,106,910.00

4. Total levy for the City of La Crescent for collection in 2022 is **\$3,343,638.00.**

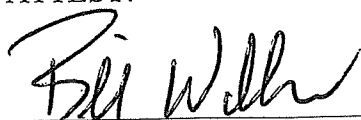
ADOPTED this 27th day of September, 2021.

SIGNED:

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

Mayor

ATTEST:

A handwritten signature in black ink, appearing to be "Bill Walker", written over a horizontal line.

City Administrator

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
GENERAL FUND							
TAXES							
101-31010	CURRENT AD VALOREM TAXES	1,862,412	2,023,932	1,054,806	1,912,336	857,530	2,060,738 (1)
101-31011	REFUND TAX-ANNEXED-TWNSHP	5,307-	4,756-	.00	3,864-	3,864-	7,000-
101-31050	TAX ABATEMENT	24,633-	.00	.00	.00	.00	.00
101-31051	EXCESS TIF REVENUE REFUND	.00	.00	.00	.00	.00	.00
101-31410	LODGING TAX - HOTEL/MOTEL	1,826	1,739	1,134	1,500	366	2,000
101-31810	FRANCHISE FEES-CABLE TV	43,820	42,627	50,622	42,000	8,622-	43,000
101-31900	INT. ON DELINQUENT TAXES	901	271	901	300	601-	300
Total TAXES:		1,879,019	2,063,813	1,107,463	1,952,272	844,809	2,099,038
LICENSES & PERMITS							
101-32110	LIQUOR/WINE - ON SALE	5,375	325	25	4,000	3,975	4,050
101-32111	LIQUOR OFF SALE	1,150	1,950	300	750	450	900
101-32112	BEER ON SALE	.00	280	.00	300	300	280
101-32113	BEER OFF SALE	100	.00	.00	300	300	900
101-32115	SOFT DRINK LICENSE	.00	.00	.00	.00	.00	.00
101-32116	CIGARETTE LICENSE	180	180	.00	180	180	180
101-32119	GARBAGE PICKUP PERMIT	2,000	2,000	.00	2,000	2,000	2,000
101-32160	MASSAGE LICENSE	800	1,000	.00	800	800	600
101-32162	ICE CREAM VENDER LICENSE	.00	.00	.00	.00	.00	.00
101-32210	BUILDING PERMITS (EXC SUR	27,088	43,706	31,072	25,000	6,072-	35,000
101-32211	EXCAVATION PERMITS	1,688	3,355	600	200	400-	300
101-32212	PLUMBING PERMITS	2,045	2,955	1,995	1,500	495-	1,500
101-32213	FENCE PERMITS	315	315	255	250	5-	255
101-32214	DEMOLITION PERMITS	.00	.00	.00	.00	.00	.00
101-32215	SIGN PERMIT	385	280	105	250	145	175
101-32216	FILL PERMITS	.00	.00	.00	.00	.00	.00
101-32217	CONDITIONAL USE PERMIT	350	650	.00	400	400	400

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-32218	VARIANCE FEE	505	425	325	500	175	450
101-32219	MECHANICAL PERMIT	1,560	1,770	1,460	1,200	260	1,200
101-32220	GAS INSTALLERS LICENSE	1,305	1,260	90	1,100	1,010	1,200
101-32240	DOG\MULTIPLE PET LICENSES	375	325	175	300	125	300
101-32241	DOG LICENSES	5,465	5,141	1,729	5,000	3,272	5,000
101-32242	CAT LICENSES	1,406	1,209	488	1,250	763	1,200
101-32243	CAT\MULTIPLE PET LICENSES	250	175	100	200	100	200
101-32260	PEDDLERS PERMIT	400	.00	.00	100	100	100
101-32261	FILING FEES	.00	6	.00	.00	.00	.00
101-32262	HAND GUN PERMITS	.00	.00	.00	.00	.00	.00
Total LICENSES & PERMITS:		52,742	67,307	38,718	45,580	6,862	56,190
INTERGOVERNMENTAL AID							
101-33124	FEDERAL FLOOD RELIEF AID	.00	.00	.00	.00	.00	.00
101-33125	FEDERAL GRANT-TRANSIT	.00	.00	.00	.00	.00	.00
101-33126	FEDERAL OJP VEST AID	1,748	2,219	.00	.00	.00	.00
101-33159	FEDERAL OJP BODY-WORN CAME	.00	.00	.00	.00	.00	.00
101-33160	FEDERAL COPS GRANT FUNDS	.00	31,244	.00	.00	.00	.00
101-33161	FEDERAL CARES ACT FUNDS	.00	342,882	266,077	.00	266,077	.00
101-33401	LOCAL GOVERNMENT AID	571,000	633,961	327,308	654,615	327,308	662,884
101-33402	MARKET VALUE HOMESTEAD CRE	.00	.00	.00	.00	.00	.00
101-33403	STATE MV CREDIT - AGRICULTURA	.00	.00	.00	.00	.00	.00
101-33404	STATE AID-MN DOT	.00	.00	.00	.00	.00	.00
101-33405	STATE AID-DISASTER CREDIT	.00	.00	.00	.00	.00	.00
101-33416	STATE AID-POLICE TRNG REIMB.	12,924	11,291	.00	11,000	11,000	11,000
101-33418	STATE AID FOR STREET MAINT.	8,760	62,901	57,179	62,000	4,821	62,000
Budget notes:							
25% of allotted MSA Funding							
101-33419	STATE AID FOR STREET CONST.	.00	.00	.00	.00	.00	.00
101-33420	STATE FIRE DEPT AID	37,811	40,457	.00	35,000	35,000	35,000
Budget notes:							

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-33424	Pass-thru to Firefighters Relief Assoc. STATE FLOOD RELIEF AID	.00	.00	.00	.00	.00	.00
101-33425	STATE PERA AID	1,121	.00	.00	.00	.00	.00
101-33427	STATE - MPO - WAGON WHEEL	.00	.00	.00	.00	.00	.00
101-33428	STATE POLICE AID & GRANTS	66,153	71,803	.00	65,000	65,000	65,000
101-33429	STATE OF MN-ELECTION FUNDING	.00	4,153	.00	.00	.00	.00
101-33430	STATE TRANSIT FUNDING	267,428	242,834	142,126	242,834	100,709	224,400
Budget notes:							
101-33432	Pass-thru to City of La Crosse - MTU STATE AID - WAGON WHEEL PROJ.	78,232	131,218	115,676	3,425,000	3,309,324	3,200,000
Budget notes:							
~2021 PHASE 3 - PEDESTRIAN BRIDGE							
~2022 PHASE 3 - PEDESTRIAN BRIDGE							
101-33433	STATE-MNDOT LANDSCAPE PARTN	8,000	.00	8,000	8,000	.00	8,000
101-33434	STATE GRANT-MN DOT PROJECT	.00	.00	.00	.00	.00	.00
101-33435	STATE AID-LOCAL PERFORMANCE	.00	.00	.00	.00	.00	.00
101-33436	STATE OF MN-DNR-WAGON WHEEL	.00	.00	.00	86,210	86,210	214,316
Budget notes:							
~2021 WAGON WHEEL PHASE 1 FINAL PAVING GRANT 75%							
~2022 \$86,210 - WAGON WHEEL PHASE 1 FINAL PAVING GRANT 75%							
\$128,106 - WEST CHANNEL BOAT LANDING ROAD							
(see 101-43100-403 for expenses)							
101-33437	STATE GRANT - MPCA	.00	.00	790	.00	790-	.00
Budget notes:							
~2021 Alternative Landscaping Equipment Grant							
101-33438	STATE GRANT-COMM. OF COMMER	2,431	.00	.00	.00	.00	.00
101-33624	HO. CO. PD ASSISTANCE AID	3,107	3,049	.00	500	500	500
101-33625	HO. CO. - SHIP GRANT FUNDING	.00	1,749	3,077	.00	3,077-	.00
101-33626	HO. CO.-CONSTRUCTION PROJ AID	34,621	.00	.00	.00	.00	.00
101-33640	ISD #300 AID - PEDESTRIAN XING	.00	.00	.00	.00	.00	.00
101-33641	GRANT-SO MN INITIATIVE FOUNDA	.00	.00	.00	.00	.00	.00
Total INTERGOVERNMENTAL AID:		1,093,336	1,579,760	920,232	4,590,159	3,669,927	4,483,100
PUBLIC CHARGES FOR SERVICE							
101-34102	RECORDING OF LEGAL INSTRU	.00	46	46	.00	46-	.00

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-34103	ZONING & SUBDIVISION FEES	150	1,035	50	200	150	200
101-34105	SALE OF MAPS & PUBLICATIONS	3	14	.00	.00	.00	.00
101-34110	PLAN CHECK FEES	9,214	16,867	9,854	9,000	854-	16,000
101-34112	COPY & FAX CHARGES	21	.00	1	.00	1-	.00
101-34113	SITE PLANNING FEE	.00	.00	.00	.00	.00	.00
101-34114	ANNEXATION FILING FEE	.00	.00	.00	.00	.00	.00
101-34115	INVESTIGATION FEE-BLDG/ZNG	.00	100	.00	.00	.00	.00
101-34201	SPECIAL POLICE SERVICES	360	.00	.00	300	300	300
101-34202	ISD#300 POLICE LIASON FUNDING	.00	.00	.00	.00	.00	.00
101-34203	ACCIDENT/DRIVING RECORDS/CD'	334	59	27	150	123	150
101-34204	FINGERPRINTING/BACKGRND FEE	3,190	5,655	2,165	5,000	2,835	5,000
101-34205	TRANSCRIPTION SERVICES	70	.00	.00	.00	.00	.00
101-34206	POLICE NSF COLLECTION SERVIC	.00	.00	26	.00	26-	.00
101-34302	STREET & STREET SIGN REPAIRS	3,741	.00	.00	.00	.00	.00
101-34303	STREET SWEEPING	4,636	.00	.00	2,500	2,500	2,500
101-34304	SNOW REMOVAL	47	188	.00	.00	.00	.00
101-34305	VEHICLE IMPOUND	1,225	1,400	350	1,000	650	.00
101-34306	TRANSPORTATION PLAN REVENUE	.00	.00	.00	.00	.00	.00
101-34405	WEED CUTTING,CONTROL, MOW	118	470	451	200	251-	200
101-34409	BRUSH SITE USAGE FEE-TOWNHSI	2,000	2,000	.00	2,000	2,000	2,000
101-34718	POOL SOFT DRINK REBATE	.00	.00	.00	.00	.00	.00
101-34719	SWIMMING POOL ADMISSIONS	51,035	16,622	38,927	48,000	9,073	48,000
101-34720	POOL MEMBERSHIPS-FAMILY-CITY	26,963	253	24,469	26,000	1,531	26,000
101-34721	POOL MEMBERSHIPS-SINGLE-CITY	3,883	.00	2,615	3,500	885	2,750
101-34722	CONCESSIONS - POOL	24,169	.00	15,440	25,000	9,560	20,000
101-34723	SWIM POOL ID PICTURES	.00	.00	.00	.00	.00	.00
101-34724	BASEBALL PROGRAM - CITY	2,246	1,039	2,396	2,300	96-	2,300
101-34725	SOFTBALL PROGRAM - CITY	1,048	618	1,160	900	260-	900

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-34726	GYMNASTICS LESSONS - CITY	.00	.00	.00	.00	.00	.00
101-34727	SWIMMING LESSONS - CITY	13,095	6,160	12,775	11,500	1,275-	12,000
101-34728	TENNIS LESSONS - CITY	2,480	2,040	2,510	2,000	510-	2,000
101-34729	TOWNSHIP FEES	17,778	17,102	.00	15,000	15,000	15,000
101-34731	GOLF LESSONS - CITY	790	800	1,910	800	1,110-	800
101-34732	BASKETBALL LESSONS - CITY	920	.00	1,360	1,000	360-	1,000
101-34733	VOLLEYBALL LESSONS - CITY	840	.00	1,200	1,000	200-	1,000
101-34734	YOUTH TRIATHLON ENTRY FEE	.00	.00	.00	.00	.00	.00
101-34736	BASEBALL PROGRAM - TOWNSHIP	786	397	599	600	1	600
101-34737	SOFTBALL PROGRAM - TOWNSHIP	337	196	449	150	299-	450
101-34738	GOLF LESSONS - TOWNSHIP	200	240	880	200	680-	200
101-34739	VOLLEYBALL LESSONS - TOWNSHI	240	.00	352	200	152-	200
101-34740	BASKETBALL LESSONS - TOWNSHI	160	.00	800	100	700-	100
101-34741	SWIMMING LESSONS - TOWNSHIP	4,410	1,890	5,110	3,300	1,810-	3,500
101-34742	POOL MEMB. - FAMILY - TOWNSHIP	4,828	.00	7,200	4,600	2,600-	4,600
101-34743	POOL MEMB. - SINGLE - TOWNSHIP	589	.00	669	600	69-	600
101-34744	TENNIS LESSONS - TOWNSHIP	560	560	760	500	260-	500
101-34745	BASEBALL PROGRAM - OTHER	505	131	379	400	21	400
101-34746	SOFTBALL PROGRAM - OTHER	262	164	211	150	61-	150
101-34747	GOLF LESSONS - OTHER	465	450	945	400	545-	400
101-34748	VOLLEYBALL LESSONS-OTHER	360	.00	360	300	60-	300
101-34749	BASKETBALL LESSONS - OTHER	490	.00	315	300	15-	300
101-34750	SWIMMING LESSONS - OTHER	8,540	1,305	6,050	6,000	50-	6,000
101-34751	POOL MEMB. - FAMILY - OTHER	6,508	.00	6,550	6,500	50-	6,500
101-34752	POOL MEMB. - SINGLE - OTHER	1,488	.00	1,432	1,200	232-	1,200
101-34753	TENNIS LESSONS - OTHER	225	225	450	250	200-	250
101-34754	LOG ROLLING LESSONS - CITY	480	.00	520	400	120-	400
101-34755	LOG ROLLING LESSONS - TOWNSH	.00	.00	200	40	160-	40

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-34756	LOG ROLLING LESSONS - OTHER	90	.00	.00	90	90	90
101-34757	SWIM TEAM - CITY	1,462	.00	711	1,300	589	800
101-34758	SWIM TEAM - TOWNSHIP	262	.00	412	300	112-	400
101-34759	SWIM TEAM - OTHER	337	.00	84	300	216	100
101-34780	PARK USE FEES	2,400	674	1,727	2,000	273	2,000
101-34781	DONATIONS	.00	.00	.00	.00	.00	.00
101-34950	SEMINAR REGIST FEES-BLDG/ZNG	.00	.00	.00	.00	.00	.00
Total PUBLIC CHARGES FOR SERVICE:		206,339	78,698	154,896	187,530	32,634	188,180
FINES & FORFEITURES							
101-35101	COURT FINES	21,351	14,101	6,724	17,000	10,276	10,000
101-35102	PARKING FINES	120	110	40	.00	40-	.00
101-35103	ADMINISTRATIVE COMPLAINT	15	.00	.00	.00	.00	.00
101-35104	ANIMAL CONTROL PICKUP FEE	.00	.00	.00	.00	.00	.00
101-35105	ANIMAL CONTROL KENNEL BOA	.00	.00	.00	.00	.00	.00
101-35107	RESTITUTION-COURT ORDERED	.00	.00	.00	.00	.00	.00
101-35108	PROSECUTION FEES	.00	61	.00	.00	.00	.00
101-35200	FORFEITURES-POLICE DEPT	10,221	2,529	.00	.00	.00	.00
Budget notes: MN Surplus Auction							
Total FINES & FORFEITURES:		31,707	16,802	6,764	17,000	10,236	10,000
SPECIAL ASSESSMENTS							
101-36101	SPECIAL ASSESSMENTS-ALLEYS&	6,825	1,713	1,765	1,713	52-	1,765
101-36102	SPECIAL ASSMTS - INTEREST	230	104	315	104	211-	100
101-36103	SPECIAL ASSMTS-STORM WATER	.00	.00	.00	.00	.00	.00
101-36104	PAYMENT IN LIEU OF SPEC ASSMT	.00	.00	.00	.00	.00	.00
101-36200	MISCELLANEOUS REVENUE	20,196	14,368	196	.00	196-	.00
101-36201	UNCLAIMED PROPERTY	3	2,090	.00	.00	.00	.00
101-36202	BAD CHECK CHARGE	.00	.00	.00	.00	.00	.00
101-36210	INTEREST ON INVESTMENTS	11,528	8,376	8,760	6,000	2,760-	7,000

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-36211	MARKET VALUE ADJUSTMENT	.00	.00	.00	.00	.00	.00
101-36220	LAND LEASE PAYMENTS	3,719	3,830	3,945	3,945	.00	4,064
101-36221	RENTAL PROPERTY - HOUSE	1	.00	.00	.00	.00	.00
101-36222	SOLAR RENTAL - MAINT/ANIMAL	.00	150	.00	.00	.00	150
Budget notes:							
Annual Solar Equipment & Roof Rental							
101-36230	CONTRIB./DONATIONS-PRIVATE	19,000	23,597	20,177	.00	20,177-	.00
101-36232	WELLNESS INCENTIVE PROG-SSC	.00	.00	.00	.00	.00	.00
Budget notes:							
Pass-thru funding from Southeast Service Cooperative (see Expense Acct. 101-41400-210)							
101-36233	CONTRIBUTIONS EDA PROJECTS	.00	.00	.00	.00	.00	.00
101-36235	GRANT FUNDS-USTA	.00	.00	.00	.00	.00	.00
101-36236	NEIGHBORS NIGHT OUT DONATIO	2,620	583	350	2,000	1,650	2,000
101-36240	INSURANCE REBATE, DIVIDEN	5,073	9,288	1,649	4,500	2,851	4,500
101-36241	INSURANCE REIMBURSEMENT	5,302	51	22	.00	22-	.00
101-36242	FEDERAL EXCISE TAX REFUND	397	360	.00	400	400	300
101-36243	CAPITAL CR.-ACE TELEPHONE	1,744	1,713	.00	1,500	1,500	1,500
Budget notes:							
Est. - Board meets last Wed. in October							
101-36244	SESQUECENTENIAL REVENUES	.00	.00	.00	.00	.00	.00
101-36330	GRANTS - PRIVATE - OTHER	1,822	.00	.00	.00	.00	.00
Total SPECIAL ASSESSMENTS:		78,459	66,223	37,179	20,162	17,017-	21,379
MISCELLANEOUS REVENUE							
101-37160	PENALTIES	.00	.00	.00	.00	.00	.00
101-37325	DISPOSAL USAGE FEE-TWNSHP	.00	.00	.00	.00	.00	.00
101-37920	VENDING MACHINE REVENUE	273	.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		273	.00	.00	.00	.00	.00
OTHER FINANCING SOURCES							
101-39101	SALE OF GENERAL FIXED ASS	.00	11,593	46,594	.00	46,594-	.00
101-39200	INTERFUND OPER. TRANSFERS	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-39201	TRANSFER FROM CAPITAL PROJ.	.00	.00	.00	.00	.00	.00
101-39202	CONTRIBUTION FROM ENTERPR	30,000	.00	.00	.00	.00	.00
101-39203	TRANSFER FROM SPEC REV FUND	70,000	.00	.00	.00	.00	.00
101-39204	TRANSFER FROM DEBT SERV.	36,621	.00	.00	.00	.00	.00
101-39300	BOND PROCEEDS	.00	.00	.00	.00	.00	1,300,000

Budget notes:

~2020 GO Imp. Street Reconstruction Bonds

~2022 GO Imp. Street Reconstruction Bonds

Total OTHER FINANCING SOURCES:

136,621	11,593	46,594	.00	46,594	1,300,000
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COUNCIL
COUNCIL

101-41100-101	WAGES & SALARIES-REGULAR	24,200	25,200	12,600	25,200	12,600	25,200
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Budget notes:

\$500/Month Mayor

\$400/Month Council

101-41100-119	TECHNOLOGY ALLOWANCE	750	750	750	750	.00	750
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101-41100-121	FICA CONTRIBUTIONS	1,884	1,985	1,182	1,990	808	1,990
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Budget notes:

7.65%

101-41100-122	PERA CONTRIBUTIONS	1,000	1,020	595	1,020	425	1,020
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Budget notes:

5%

101-41100-210	OPERATING SUPPLIES	881	267	.00	500	500	500
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101-41100-220	CITY BRANDING EXPENSES	.00	562	.00	.00	.00	.00
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101-41100-300	PROFESSIONAL SERVICES	47,605	44,426	32,473	49,540	17,067	64,500
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Budget notes:

~2020 \$3,500 Houston County Victim Services

\$16,000 Community Development Services

\$12,000 Sustainability Coord Services

\$7,140 Bluffland Coalition

~2021 \$3,500 Houston County Victim Services

\$16,000 Community Development Services

\$28,000 Sustainability Coord Services

\$2,040 Bluffland Coalition

~2022 \$3,500 Houston County Victim Services

\$16,000 Community Development Services

\$45,000 Sustainability Coord Services

101-41100-310	OTHER CONTRACTED SERVICES	275	.00	.00	500	500	.00
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101-41100-331	TRAVEL EXPENSE	2,031	.00	369	1,000	631	1,000
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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-41100-350	PRINTING & PUBLISHING	.00	39	56	100	44	100
101-41100-360	INSURANCE	.00	.00	.00	.00	.00	.00
Budget notes:							
Workers' Comp							
101-41100-430	MISCELLANEOUS	83	.00	.00	500	500	.00
101-41100-432	UNCOLLECTIBLE ACCOUNTS	255	.00	.00	.00	.00	.00
101-41100-433	DUES AND SUBSCRIPTIONS	20,809	17,880	13,118	22,600	9,482	22,858
Budget notes:							
~2020 \$5,614 - LMC							
\$2,855 - LAPC - La Crosse County Treasurer							
\$1,600 - LADCO							
\$8,994 - GCMC - Dues Assmts							
\$530 - LMC-Storm Water Coalition							
\$40 - SEMLM							
\$20 - LMC Mayors Assoc. Dues							
\$225 - MN Public Transit							
\$100 - Parks & Trails Council							
\$4,022 - Discretionary							
~2021 \$5,700 - LMC							
\$2,800 - LAPC - La Crosse County Treasurer							
\$1,600 - LADCO							
\$9,202 - GCMC - Dues Assmts							
\$40 - SEMLM							
\$30 - LMC Mayors Assoc. Dues							
\$225 - MN Public Transit							
\$3,000 - Discretionary							
~2022 \$5,942 - LMC							
\$2,800 - LAPC - La Crosse County Treasurer							
\$1,600 - LADCO							
\$9,221 - GCMC - Dues Assmts							
\$40 - SEMLM							
\$30 - LMC Mayors Assoc. Dues							
\$225 - MN Public Transit							
\$3,000 - Discretionary							
101-41100-490	DONATIONS TO OTHER PROG.	.00	.00	.00	.00	.00	.00
Budget notes:							
Pass-Thru							
American Legion Donations							
101-41100-491	2% FIRE RELIEF ASSOC PYMT	37,811	40,457	.00	35,000	35,000	35,000
Budget notes:							
Pass-Thru from State to Relief Association							
(see 101-33420)							
101-41100-492	TAX ABATEMENT PAYMENTS	7,187	7,187	3,594	3,600	7	.00
Budget notes:							
Walnut Street Properties							
101-41100-720	OPERATING TRANSFER	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
Total COUNCIL:		144,771	139,772	64,737	142,300	77,563	152,918
CITY CLERK							
101-41400-101	WAGES & SALARIES-REGULAR	120,799	125,008	67,951	130,300	62,349	121,000
101-41400-102	WAGES & SALARIES-OT	.00	.00	.00	.00	.00	.00
101-41400-111	SEVERANCE PAY-CLERK	.00	.00	.00	.00	.00	.00
101-41400-121	FICA CONTRIBUTIONS	8,941	9,140	5,323	9,970	4,647	9,260
Budget notes: 7.65%							
101-41400-122	PERA CONTRIBUTIONS	7,963	8,363	5,037	9,770	4,733	9,075
Budget notes: ~2020 - 7.5% ~2021 - 7.5% ~2022 - 7.5%							
101-41400-131	EMPLOYER PAID HEALTH INS.	6,287	14,730	13,507	23,100	9,593	24,000
101-41400-152	WC BENEFITS	.00	.00	628	.00	628	1,000
101-41400-200	OFFICE SUPPLIES	5,346	7,545	2,999	5,000	2,001	5,000
101-41400-210	WELLNESS INCENTIVE PROG-SSC	.00	.00	.00	.00	.00	.00
Budget notes: Pass-thru funding from Southeast Service Cooperative (see Revenue Acct. 101-36232)							
101-41400-300	PROFESSIONAL SERVICES	9,748	10,364	6,765	9,000	2,235	9,000
101-41400-301	ACCTG & AUDITING SERVICES	16,229	16,584	.00	16,000	16,000	17,500
Budget notes: Winona County Assmt. Fees Annual City Audit Fees							
101-41400-310	OTHER CONTRACTED SERVICES	8,410	8,098	4,521	9,000	4,479	9,000
Budget notes: Computer Support Copy Mach. Maint.							
101-41400-321	TELEPHONE	3,819	4,663	2,964	4,800	1,836	4,800
101-41400-322	POSTAGE	1,871	1,324	1,092	2,000	908	1,500
101-41400-325	NEWSLETTER	92	133	33	200	167	200
101-41400-331	TRAVEL EXPENSE	2,594	162	445	1,500	1,055	1,500
101-41400-350	PRINTING & PUBLISHING	235	593	584	400	184	600
101-41400-360	INSURANCE	104,143	115,001	64,931	109,100	44,169	118,000

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-41400-365	ACA TRP FEE	.00	.00	.00	.00	.00	.00
101-41400-404	REPAIR/MAINT-EQUIPMENT	55	.00	.00	.00	.00	.00
101-41400-406	REPAIR/MAINT-COMPUTERS	368	.00	.00	500	500	500
101-41400-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-41400-431	CASH OVER/SHORT	1-	.00	50	.00	50-	.00
101-41400-433	DUES AND SUBSCRIPTIONS	1,797	2,382	1,776	2,000	224	2,200
101-41400-437	PROPERTY TAX EXPENSE	46	1,776	2,644	50	2,594-	3,000
101-41400-490	DONATIONS TO OTHER PROG.	.00	.00	.00	.00	.00	.00
Budget notes: Pass-Thru							
Total CITY CLERK:		298,742	325,866	181,250	332,690	151,440	337,135
ELECTIONS							
101-41410-101	WAGES & SALARIES-REGULAR	.00	15,226	.00	.00	.00	10,000
101-41410-218	SAFETY EQUIPMENT & STRUCTUR	.00	6,629	.00	.00	.00	1,000
101-41410-331	TRAVEL & TRAINING EXPENSE	.00	2,242	.00	.00	.00	1,000
Budget notes: Mileage & Meals							
101-41410-350	PRINTING & PUBLISHING	56	600	.00	.00	.00	600
Budget notes: Ballots & Notices in Paper							
101-41410-430	MISCELLANEOUS	.00	546	.00	.00	.00	600
Budget notes: Meals							
Total ELECTIONS:		56	25,243	.00	.00	.00	13,200
LEGAL SERVICES							
101-41600-304	LEGAL SERVICES-CITY CLERK	17,698	19,178	10,974	17,000	6,026	19,000
101-41600-305	LEGAL SERVICES-POLICE DEPT.	43,048	27,502	22,615	39,000	16,385	39,000
101-41600-306	LEGAL SERVICES-BLDG & ZONING	17,698	19,178	10,974	17,000	6,026	19,000
101-41600-308	LEGAL SERVICES-COUNCIL	17,698	19,178	11,379	17,000	5,621	19,000
Total LEGAL SERVICES:		96,143	85,037	55,942	90,000	34,058	96,000
CAPITAL OUTLAY							
101-41700-510	C.O.-LAND & LAND IMPROVEMENT	159,079	15,567	14,329	.00	14,329-	.00

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-41700-520	C.O.-BLDGS & STRUCTURES	.00	9,555	3,700	.00	3,700-	.00
Budget notes: ~2020 AC Unit (1st of 2) - Animal Shelter - \$1,600							
101-41700-521	C.O.-SWIMMING POOL	.00	.00	.00	.00	.00	.00
101-41700-540	C.O.-HEAVY MACHINERY	.00	.00	.00	.00	.00	.00
101-41700-550	C.O.-MOTOR VEHICLES	.00	692	.00	.00	.00	.00
101-41700-570	C.O.-OFFICE EQUIP & FURNISHING	9,213	.00	.00	.00	.00	.00
Budget notes: ~2020 \$5,000 - Police Dept. Evidence Security and Storage							
101-41700-575	C.O.-COMPUTER EQUIPMENT	4,222	43,968	.00	.00	.00	.00
101-41700-576	C.O.-COMPUTER SOFTWARE	.00	3,445	.00	.00	.00	.00
101-41700-579	C.O.-RADIO/COMMUNICATION	.00	.00	.00	.00	.00	.00
101-41700-580	C.O.-OTHER EQUIPMENT	13,394	42,132	2,096	.00	2,096-	.00
101-41700-602	CAPITAL LEASE PRINCIPAL	.00	.00	10,310	.00	10,310-	25,810
Budget notes: ~2022 VSC Note - 332 South 1st Street Property							
101-41700-612	LONG TERM OBLIGATION INT.	.00	.00	2,045	.00	2,045-	3,843
Budget notes: ~2022 VSC Note - 332 South 1st Street Property							
Total CAPITAL OUTLAY:		185,909	115,359	32,480	.00	32,480-	29,653
CITY HALL							
101-41900-103	WAGES & SALARIES-PT	.00	.00	.00	.00	.00	.00
101-41900-121	FICA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
Budget notes: 7.65%							
101-41900-122	PERA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
101-41900-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-41900-211	CLEANING SUPPLIES	1,541	5,967	1,409	7,000	5,591	5,000
101-41900-218	SAFETY EQUIPMENT AND SUPPLIE	.00	903	26	250	224	250
101-41900-240	SMALL TOOLS & MINOR EQUIP.	22	18	.00	100	100	100
101-41900-310	CONTRACTED SERVICES	5,719	6,020	3,355	6,750	3,395	7,500
Budget notes: City Hall Cleaning & Pest Control Services							
101-41900-350	PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-41900-381	UTILITIES-ELECTRIC	5,460	5,135	3,549	6,200	2,651	6,200
101-41900-383	UTILITIES-GAS	2,403	2,179	1,164	2,500	1,336	2,500
101-41900-401	REPAIR/MAINT-BUILDINGS	4,138	16,348	412	3,000	2,588	3,000
Budget notes:							
~2020 - \$2,200 Police Dept card reader for back door							
101-41900-404	REPAIR/MAINT-EQUIPMENT	75	.00	560	200	360	500
101-41900-415	RENTALS-OTHER EQUIPMENT	479	479	280	500	220	500
Budget notes:							
Water Cooler							
101-41900-430	MISCELLANEOUS	182	.00	.00	200	200	200
Total CITY HALL:		20,020	37,050	10,754	26,700	15,946	25,750
POLICE DEPARTMENT							
POLICE DEPARTMENT							
101-42100-101	WAGES & SALARIES-OFFICERS	561,473	595,583	315,737	617,500	301,763	620,000
101-42100-102	WAGES & SALARIES-OT	14,375	15,324	6,941	14,000	7,060	14,000
101-42100-103	WAGES & SALARIES-PT	24,745	34,977	16,483	15,000	1,483	18,000
101-42100-104	WAGES-POLICE RESERVES	8,121	8,195	2,974	10,000	7,026	10,000
101-42100-105	WAGES & SALARIES-CLERICAL	42,595	46,369	24,458	46,800	22,342	48,400
101-42100-106	HOLIDAY PAY	18,627	19,204	.00	20,400	20,400	21,000
101-42100-111	SEVERANCE PAY-PD	6,358	.00	.00	.00	.00	.00
101-42100-112	AMMUNITION ALLOWANCE	4,193	3,051	2,859	4,000	1,141	5,000
101-42100-113	UNIFORM ALLOWANCE	6,975	6,200	9,241	6,200	3,041	6,200
Budget notes:							
~2020 - 8 Officers @ \$775 each							
~2021 - 8 Officers @ \$775 each							
~2022 - 8 Officers @ \$775 each							
101-42100-115	GUN ALLOWANCE	166	.00	.00	425	425	425
Budget notes:							
~2020 - 1 Gun @ \$425							
~2021 - 1 Gun @ \$425							
~2022 - 1 Gun @ \$425							
101-42100-121	FICA CONTRIBUTIONS	13,425	13,311	8,178	14,930	6,752	14,320
Budget notes:							
1.45% - Chief and Officers							
7.65% - Secretary & Reserves							
101-42100-122	PERA CONTRIBUTIONS	100,940	111,941	63,926	121,550	57,624	122,750
Budget notes:							

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
~2020 - 17.7% Chief & Police Officer's 7.5% Clerical ~2021 - 17.7% Chief & Police Officer's 7.5% Clerical ~2022 - 17.7% Chief & Police Officer's 7.5% Clerical							
101-42100-131	EMPLOYER PAID HEALTH INS.	94,681	92,676	55,671	95,450	39,779	98,780
101-42100-142	UNEMPLOY COMP BENEFITS	.00	.00	.00	.00	.00	.00
101-42100-152	WORKERS COMP BENEFITS	860	1,394	456	1,000	544	1,000
101-42100-200	OFFICE SUPPLIES	2,346	3,094	1,366	3,000	1,634	3,000
101-42100-207	NEIGHBORS NIGHT OUT EXPENSE	4,310	3,031	955	4,000	3,045	4,000
101-42100-210	OPERATING SUPPLIES	1,376	2,260	75	2,000	1,925	1,500
101-42100-212	MOTOR FUELS/LUBRICANTS	16,751	12,138	9,374	15,000	5,626	16,000
101-42100-217	UNIFORMS - POLICE RESERVES	6,548	2,323	1,122	2,000	878	2,000
101-42100-218	SAFETY EQUIPMENT	138	6,886	5,283	2,000	3,283	3,000
101-42100-240	SMALL TOOLS & MINOR EQUIPMEN	513	5	612	1,000	388	1,000
101-42100-300	PROFESSIONAL SERVICES	861	2,877	1,012	1,300	289	2,000
101-42100-310	CONTRACTED SERVICES	22,578	16,615	18,482	19,000	518	22,000
Budget notes:							
Software Support & Managed Print Service							
101-42100-321	TELEPHONE	9,904	6,995	7,320	10,500	3,180	12,000
101-42100-322	POSTAGE	334	309	189	400	211	400
101-42100-331	TRAVEL EXPENSE	4,343	6,484	7,522	5,000	2,522	5,000
101-42100-350	PRINTING & PUBLISHING	.00	.00	.00	500	500	.00
101-42100-404	REPAIR/MAINT-EQUIPMENT	1,726	2,812	1,766	2,000	234	2,000
101-42100-405	REPAIR/MAINT-VEHICLES	15,044	8,916	3,913	12,000	8,087	10,000
101-42100-406	REPAIRS/MAINT-COMPUTERS	411	120	736	250	486	500
101-42100-415	RENTALS-OTHER EQUIPMENT	479	479	280	500	220	500
101-42100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-42100-433	DUES AND SUBSCRIPTIONS	7,036	1,297	1,165	1,500	335	1,500
101-42100-580	POLICE - CAPITAL EQUIP.	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
Total POLICE DEPARTMENT:		991,902	1,024,866	568,094	1,049,205	481,111	1,066,275
FIRE DEPARTMENT							
101-42200-720	OPERATING TRANSFER	219,858	217,006	.00	234,218	234,218	243,600
Budget notes: City Share of Fire Dept. Budget							
Total FIRE DEPARTMENT:		219,858	217,006	.00	234,218	234,218	243,600
BUILDING/ZONING							
101-42400-101	WAGES & SALARIES-REGULAR	27,693	30,214	16,758	31,350	14,592	93,175
Budget notes: ~2022 50% of New Position & Reallocate Bldg Officials wages from 40% to 80%							
101-42400-102	WAGES & SALARIES-OT	289	143	162	500	338	500
101-42400-103	WAGES & SALARIES-PT	3,150	2,850	.00	5,200	5,200	4,200
Budget notes: - Planning Commission Members \$50/meeting							
101-42400-111	SEVERANCE PAY-BLDG/ZONING	.00	.00	.00	.00	.00	.00
101-42400-119	TECHNOLOGY ALLOWANCE	1,000	1,000	125	1,000	875	1,000
101-42400-121	FICA CONTRIBUTIONS	2,446	2,585	1,387	2,910	1,523	7,560
Budget notes: 7.65%							
101-42400-122	PERA CONTRIBUTIONS	1,810	1,940	1,166	2,150	984	7,030
Budget notes: ~2020 - 7.5% ~2021 - 7.5% ~2022 - 7.5%							
101-42400-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-42400-152	WORKERS COMP BENEFITS	.00	.00	.00	1,000	1,000	1,000
101-42400-200	OFFICE SUPPLIES	270	1,479	679	1,000	321	1,000
101-42400-207	TRAINING & INSTRUCTIONAL COST	.00	.00	.00	.00	.00	.00
101-42400-212	MOTOR FUELS/LUBRICANTS	1,064	724	529	1,000	471	1,000
101-42400-217	UNIFORMS	75	.00	.00	75	75	150
101-42400-220	GENERAL DEPARTMENT SUPPLIES	.00	.00	.00	.00	.00	.00
101-42400-240	SMALL TOOLS & MINOR EQUIP.	.00	1,034	71	100	29	100
101-42400-300	PROFESSIONAL SERVICES	138	1,952	346	500	154	500
101-42400-303	ENGINEERING FEES	.00	2,048	1,029	1,000	29	1,000

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-42400-310	CONTRACTED SERVICES	7,248	5,814	4,201	6,000	1,799	6,600
Budget notes:							
~2021 \$2,500 - Permit Software Annual Fee							
\$1,800 - Computer Support							
\$1,300 - Managed Print Service							
\$400 - Misc. Services							
~2022 \$2,900 - Permit Software Annual Fee							
\$2,000 - Computer Support							
\$1,300 - Managed Print Service							
\$400 - Misc. Services							
101-42400-311	PLANNING COMM. MTGS	.00	.00	.00	.00	.00	.00
101-42400-321	TELEPHONE	1,146	1,595	990	1,600	611	1,700
101-42400-322	POSTAGE	294	305	189	300	111	300
101-42400-331	TRAVEL EXPENSE	1,079	292	50	1,000	950	1,000
101-42400-350	PRINTING & PUBLISHING	661	861	276	1,000	724	750
101-42400-404	REPAIR/MAINT-EQUIPMENT	27	.00	.00	.00	.00	.00
101-42400-405	REPAIR/MAINT-VEHICLES	59	997	100	1,000	900	1,000
101-42400-406	REPAIR/MAINT-COMPUTERS	368	.00	.00	200	200	200
101-42400-409	SCDP - DEED GRANT EXPENSES	.00	.00	.00	.00	.00	.00
101-42400-433	DUES AND SUBSCRIPTIONS	105	1,474	210	1,000	790	1,000
Total BUILDING/ZONING:		48,920	57,306	28,267	59,885	31,618	130,765
EMERGENCY SERVICES							
101-42500-200	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
101-42500-321	TELEPHONE	.00	.00	.00	.00	.00	.00
101-42500-322	POSTAGE	.00	.00	.00	.00	.00	.00
101-42500-331	TRAVEL & TRAINING EXPENSE	.00	.00	.00	.00	.00	.00
101-42500-403	2007 FLOOD EXPENSES	.00	.00	.00	.00	.00	.00
101-42500-404	REPAIR/MAINT-EQUIPMENT	3,157	1,179	133	2,000	1,867	2,000
Budget notes:							
Siren and Boat Repairs							
101-42500-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
Total EMERGENCY SERVICES:		3,157	1,179	133	2,000	1,867	2,000

ANIMAL CONTROL

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-42700-210	OPERATING SUPPLIES	161	158	.00	200	200	200
101-42700-310	CONTRACTED SERVICES	6,000	6,000	2,500	6,000	3,500	7,500
101-42700-322	POSTAGE	317	122	27	250	223	250
Budget notes:							
Animal Licensing Notices							
101-42700-381	UTILITIES-ELECTRIC-ANIMAL	4,368	3,623	815	4,000	3,185	4,000
101-42700-382	UTILITIES-WATER/SEWER-ANIMAL	1,031	648	217	1,100	883	1,000
101-42700-383	GAS UTILITIES - ANIMAL SHELTER	884	934	532	1,200	668	1,200
101-42700-384	REFUSE DISPOSAL-ANIMAL SHELT	1,012	890	519	1,100	581	1,100
101-42700-401	REPAIR/MAINT-BUILDINGS	160	5,451	176	4,000	3,824	5,000
101-42700-404	REPAIR/MAINT-EQUIPMENT	.00	.00	.00	.00	.00	.00
101-42700-520	C.O.-BLDGS & STRUCTURES-ANIM	.00	.00	.00	.00	.00	.00
Total ANIMAL CONTROL:		13,933	17,827	4,788	17,850	13,062	20,250
PUBLIC WORKS							
PUBLIC WORKS							
101-43050-101	WAGES & SALARIES-REGULAR	94,787	98,497	55,347	102,400	47,053	104,100
101-43050-102	WAGES & SALARIES-OT	.00	.00	.00	.00	.00	.00
101-43050-103	WAGES & SALARIES-PT-INTERNSHI	.00	.00	.00	.00	.00	.00
101-43050-111	SEVERANCE PAY-PUBLIC WORKS	.00	.00	.00	.00	.00	.00
101-43050-121	FICA CONTRIBUTIONS	7,179	7,411	4,487	7,840	3,353	7,960
Budget notes:							
7.65%							
101-43050-122	PERA CONTRIBUTIONS	6,394	6,586	3,918	7,680	3,762	7,810
Budget notes:							
~2020 - 7.5%							
~2021 - 7.5%							
~2022 - 7.5%							
101-43050-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-43050-200	OFFICE SUPPLIES	51	84	342	100	242	200
101-43050-212	MOTOR FUELS/LUBRICANTS	499	259	215	500	285	500
101-43050-300	PROFESSIONAL SERVICES	.00	45	.00	50	50	.00
101-43050-310	CONTRACTED SERVICES	3,252	3,169	1,705	2,500	795	3,000

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-43050-321	TELEPHONE	1,146	1,188	671	1,200	529	1,200
101-43050-322	POSTAGE	210	218	135	200	65	200
101-43050-331	TRAVEL EXPENSE	1,638	212	487	1,000	513	1,000
101-43050-350	PRINTING & PUBLISHING	.00	127	.00	.00	.00	.00
101-43050-405	REPAIR/MAINT-VEHICLES	96	19	13	250	237	250
101-43050-433	DUES AND SUBSCRIPTIONS	163	167	35	175	140	175
Total PUBLIC WORKS:		115,414	117,982	67,355	123,895	56,540	126,395
STREETS & ALLEYS							
101-43100-101	WAGES & SALARIES-REGULAR	118,358	131,432	74,772	136,950	62,178	170,200
Budget notes:							
~2022 50% of New Position							
101-43100-102	WAGES & SALARIES-OT	17,403	9,741	7,278	15,000	7,722	12,000
101-43100-103	WAGES & SALARIES-PT	12,081	16,995	7,944	13,000	5,056	17,000
101-43100-111	SEVERANCE PAY	1,366	.00	.00	.00	.00	.00
101-43100-121	FICA CONTRIBUTIONS	11,146	11,703	7,234	12,620	5,386	15,240
Budget notes:							
7.65%							
101-43100-122	PERA CONTRIBUTIONS	9,748	9,692	6,203	11,400	5,197	13,665
Budget notes:							
~2020 - 7.5%							
~2021 - 7.5%							
~2022 - 7.5%							
101-43100-131	EMPLOYER PAID HEALTH INS	20,619	17,742	11,091	18,280	7,189	24,100
101-43100-142	UNEMPLOY COMP BENEFITS	.00	.00	.00	.00	.00	.00
101-43100-152	WORKERS COMP BENEFITS	.00	.00	.00	1,000	1,000	1,000
101-43100-200	OFFICE SUPPLIES	159	950	465	500	35	500
101-43100-211	CLEANING SUPPLIES	383	856	488	500	12	750
101-43100-212	MOTOR FUELS/LUBRICANTS	13,712	6,644	5,828	12,000	6,172	12,000
101-43100-217	UNIFORMS	1,613	1,323	989	1,500	511	1,500
101-43100-218	SAFETY EQUIPMENT	1,059	1,441	262	1,500	1,238	1,500
101-43100-220	SUPL, CR. ROCK,SALT,SAND,	39,589	13,902	7,651	30,000	22,349	30,000
101-43100-221	TREES	.00	.00	.00	.00	.00	.00

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur. YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-43100-224	STREET MAINTENACE MAT'L'S	9,999	12,745	3,458	8,000	4,542	10,000
101-43100-225	LANDSCAPING MATERIALS	10,006	292	13,835	10,000	3,835-	11,000
Budget notes: ~2020 - \$8,000 MN DOT Community Roadside Landscaping Partnership Program (see 101-33433) - \$2,200 mulch for flower beds							
101-43100-227	STORM DRAIN MAINTENANCE	4,829	25,309	5,653	15,000	9,347	15,000
101-43100-240	SMALL TOOLS & MINOR EQUIPMEN	1,675	2,395	1,516	1,500	16-	2,500
101-43100-300	PROFESSIONAL SERVICES	228	698	260	400	140	400
101-43100-302	ENGINEERING FEES-ST AID STREE	1,812	1,692	466	2,000	1,534	2,000
Budget notes: ~2020 - \$75,000 Wagon Wheel Project Phase 3 (see 101-33432)							
101-43100-303	ENIGINEERING FEES	65,232	159,194	246,193	425,000	178,807	325,000
Budget notes: ~2020 - \$12,000 ADA Transition Plan - \$50,000 Street Project ~2021 - \$425,000 Wagon Wheel Project Phase 3 (see 101-33432) ~2022 - \$200,000 Wagon Wheel Project Phase 3 (see 101-33432) - \$125,000 Local Street Project for 2022							
101-43100-310	CONTRACTED SERVICES	2,587	2,173	927	3,500	2,573	3,000
101-43100-321	TELEPHONE	1,108	1,107	737	2,600	1,863	2,000
Budget notes: ~2021 \$1,400 - Wi-Fi Service added for new laptops \$1,200 - Regular Telephone Expenses							
101-43100-322	POSTAGE	.00	.00	15	.00	15-	.00
101-43100-331	TRAVEL EXPENSE	466	116	.00	500	500	500
101-43100-350	PRINTING & PUBLISHING	.00	593	197	650	453	500
101-43100-365	INSURANCE DEDUCTIBLE	.00	.00	.00	1,000	1,000	1,000
101-43100-381	UTILITIES-ELECTRIC	67,634	74,171	45,933	71,000	25,067	78,900
101-43100-383	UTILITIES GAS	5,962	4,278	1,723	5,000	3,277	5,000
101-43100-384	REFUSE DISPOSAL	2,477	2,631	2,095	2,700	605	3,000
101-43100-401	REPAIR/MAINT-BUILDINGS	2,699	2,344	1,439	10,000	8,561	5,000
101-43100-402	REPAIR/MAINT-STRUCTURES	4,185	7,808	.00	5,000	5,000	5,000
Budget notes: Street Lights							
101-43100-403	REPAIR/MAINT-STRTS/ALLEYS	389,720	40,993	858	3,126,500	3,125,642	4,129,606
Budget notes: ~2020 - \$310,000 - 2020 Street Reconst. Project ~2021 Phase 3 Wagon Wheel Project - Pedestrian Bridge \$3,000,000							

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
Phase 1 Wagon Wheel Project - Final Paving \$116,500							
Sidewalk Projects - \$10,000							
~2022 Phase 3 Wagon Wheel Project - Pedestrian Bridge \$3,000,000 (see 101-33432)							
Phase 1 Wagon Wheel Project - Final Paving \$116,500 (see 101-33436)							
2022 Street Project - \$875,000 (Bond & MSA Funds)							
West Channel Boat Landing Road - \$128,106 (see 101-33436)							
Sidewalk Projects - \$10,000							
101-43100-404	REPAIR/MAINT-EQUIPMENT	7,413	19,712	2,356	5,000	2,644	5,000
101-43100-405	REPAIR/MAINT-VEHICLES	12,821	17,872	2,698	10,000	7,302	10,000
101-43100-415	RENTALS-OTHER EQUIPMENT	994	3,979	280	1,500	1,220	1,500
101-43100-430	MISCELLANEOUS	7	.00	.00	.00	.00	.00
101-43100-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-43100-433	DUES AND SUBSCRIPTIONS	.00	.00	.00	.00	.00	.00
101-43100-603	NOTE PAYABLE-PRINCIPAL-ST MN	36,621	.00	.00	.00	.00	.00
Total STREETS & ALLEYS:		875,706	602,525	460,844	3,961,100	3,500,256	4,915,361
BRUSH SITE							
101-43200-102	WAGES & SALARIES-OT	231	347	161	300	139	300
101-43200-103	WAGES & SALARIES-PT	4,956	5,922	2,757	6,000	3,243	6,000
101-43200-121	FICA CONTRIBUTIONS	397	479	229	480	251	482
Budget notes:							
7.65%							
101-43200-122	PERA CONTRIBUTIONS	389	470	224	475	251	473
Budget notes:							
~2020 - 7.5%							
~2021 - 7.5%							
~2022 - 7.5%							
101-43200-312	CONTRACTED GRNDR/HAUL SERV.	1,656	984	1,576	2,000	424	2,000
101-43200-321	TELEPHONE	432	436	261	450	189	450
101-43200-322	POSTAGE	.00	.00	.00	.00	.00	.00
101-43200-350	PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00
101-43200-360	INSURANCE	.00	.00	.00	.00	.00	.00
101-43200-383	GAS UTILITIES	.00	.00	.00	.00	.00	.00
101-43200-401	REPAIR/MAINT-BUILDINGS	.00	26	8	100	92	100
101-43200-403	REPAIR & MAINT.-OTHER	339	532	.00	200	200	500

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-43200-404	REPAIR/MAINT-EQUIPMENT	8	.00	.00	.00	.00	.00
101-43200-415	RENTAL - EQUIPMENT	.00	500	.00	.00	.00	.00
101-43200-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
Total BRUSH SITE:		8,406	9,695	5,217	10,005	4,788	10,305
RECREATION							
101-45100-101	WAGES & SALARIES-REGULAR	27,578	27,412	21,803	29,500	7,697	29,500
101-45100-102	WAGES & SALARIES-OT	11	11	171	200	29	200
101-45100-103	WAGES & SALARIES-PT-REC	198	.00	.00	.00	.00	.00
101-45100-111	SEVERANCE PAY-RECREATION	152	.00	.00	.00	.00	.00
101-45100-121	FICA CONTRIBUTIONS	2,111	2,070	1,703	2,280	577	2,280
Budget notes: 7.65%							
101-45100-122	PERA CONTRIBUTIONS	849	916	559	950	391	1,010
Budget notes: ~2020 - 7.5% ~2021 - 7.5% ~2022 - 7.5%							
101-45100-131	EMPLOYER PAID HEALTH INS	1,983	1,631	1,028	1,680	652	2,030
101-45100-141	UNEMPL. COMP INSURANCE	.00	.00	.00	.00	.00	.00
101-45100-152	WORKER'S COMP. BENEFITS	.00	.00	.00	.00	.00	.00
101-45100-200	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
101-45100-207	INSTRUCTIONAL MATLS & SUP	.00	.00	610	500	110	500
101-45100-211	CLEANING SUPPLIES	.00	148	.00	150	150	150
101-45100-217	UNIFORMS - T-SHIRTS	1,957	724	2,433	2,000	433	2,500
101-45100-240	SMALL TOOLS/SAFETY EQUIP	36	.00	.00	150	150	150
101-45100-300	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
Budget notes: CPR & Bloodborne Pathogen Training							
101-45100-310	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
101-45100-321	TELEPHONE	.00	.00	.00	.00	.00	.00
101-45100-322	POSTAGE	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-45100-331	TRAVEL EXPENSE	.00	.00	.00	750	750	750
101-45100-350	PRINTING AND PUBLISHING	509	77	864	750	114-	750
101-45100-381	UTILITIES-ELECTRIC	676	462	325	750	425	750
Budget notes:							
Abnet Field Restrooms							
101-45100-383	UTILITIES- GAS	1,376	1,024	550	1,400	850	1,400
Budget notes:							
Abnet Field Restrooms							
101-45100-402	REPAIR/MAINT-STRUCTURES	86	5	16	.00	16-	.00
101-45100-404	REPAIR/MAINT-EQUIPMENT	.00	334	98	.00	98-	250
101-45100-415	RENTALS-OTHER EQUIPMENT	.00	.00	.00	.00	.00	.00
101-45100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-45100-431	CASH OVER/SHORT	.00	.00	.00	.00	.00	.00
101-45100-433	DUES AND SUBSCRIPTIONS	.00	.00	.00	.00	.00	.00
101-45100-720	OPERATING TRANSFER	40,000	.00	.00	40,000	40,000	40,000
Budget notes:							
~2020 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
~2021 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
~2022 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
Total RECREATION:		77,521	34,815	30,161	81,060	50,899	82,220
AQUATIC CENTER							
101-45110-101	WAGES & SALARIES-REGULAR	827	.00	.00	.00	.00	.00
101-45110-102	WAGES & SALARIES-OT	12,418	2,815	3,839	10,000	6,161	10,000
101-45110-103	WAGES & SALARIES-PT	159,187	118,298	90,016	154,500	64,484	155,000
101-45110-113	UNIFORMS - SWIM SUITS	.00	1,440	.00	2,000	2,000	.00
101-45110-121	FICA CONTRIBUTIONS	13,191	9,376	7,180	12,750	5,570	12,650
101-45110-122	PERA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
101-45110-142	UNEMPLOYMENT BENEFITS	.00	2,050	.00	.00	.00	.00
101-45110-152	WORKER'S COMP. BENEFITS	1,262	458	.00	1,000	1,000	1,000
101-45110-200	OFFICE SUPPLIES	157	15	14	500	486	500

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-45110-207	INSTRUCTIONAL MATLS & SUPPLIE	.00	.00	423	500	77	500
101-45110-211	CLEANING SUPPLIES	942	336	802	1,000	198	1,000
101-45110-214	KITCHEN SUPPLIES/PAPER PRODU	631	.00	4	600	596	600
101-45110-216	CHEMICALS	15,692	8,309	14,723	16,000	1,277	16,000
101-45110-217	UNIFORMS	2,581	70	2,210	100	2,110	2,500
101-45110-218	SAFETY SUPPLIES	324	214	356	300	56	350
101-45110-240	SMALL TOOLS & MINOR EQUIPMEN	178	85	116	150	34	150
101-45110-259	CONCESSION FOOD PURCHASES	19,637	.00	10,597	20,000	9,403	15,000
101-45110-300	PROFESSIONAL SERVICES-POOL	35	.00	.00	.00	.00	.00
101-45110-321	TELEPHONE	380	717	432	1,000	568	1,000
101-45110-322	POSTAGE	84	87	54	100	46	100
101-45110-331	TRAVEL & TRAINING EXPENSE	2,773	611	540	3,000	2,460	3,000
Budget notes:							
Lifeguard CPR & Bloodbourne Pathogin Training							
101-45110-350	PRINTING & PUBLISHING	300	89	232	500	269	500
101-45110-381	UTILITIES-ELECTRIC	8,390	6,208	513	9,000	8,487	7,000
101-45110-382	UTILITIES-WATER-POOL	377	154	.00	400	400	400
101-45110-383	UTILITIES-GAS	7,060	4,516	6,000	7,500	1,500	7,500
101-45110-401	REPAIR/MAINT-BUILDINGS	1,096	5,347	765	1,000	235	1,000
101-45110-402	REPAIR/MAINT-STRUCTURES	19,222	2,035	3,107	4,000	893	5,000
101-45110-404	REPAIR/MAINT-EQUIPMENT	801	75	243	2,000	1,757	4,000
Budget notes:							
~2022 3 Starters - Installed							
101-45110-415	RENTALS-OTHER EQUIPMENT	.00	413	.00	.00	.00	.00
101-45110-431	CASH OVER/SHORT	.00	.00	40	.00	40	.00
101-45110-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-45110-433	DUES AND SUBSCRIPTIONS	805	805	905	1,000	95	1,000
Budget notes:							
MN Dept of Health - Concession Licensing							
MN Dept of Public Safety - Hazardous Chemical Fee							
Total AQUATIC CENTER:		268,347	164,522	143,112	248,900	105,788	245,750

Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
PARKS							
101-45200-101	WAGES & SALARIES-REGULAR	37,465	44,272	25,217	46,200	20,983	45,700
101-45200-102	WAGES & SALARIES-OT	1,109	886	247	1,000	753	1,000
101-45200-103	WAGES & SALARIES-PT	12,081	16,995	7,944	14,000	6,056	17,000
101-45200-111	SEVERANCE PAY	1,517	.00	.00	.00	.00	.00
101-45200-121	FICA CONTRIBUTIONS	3,926	4,683	2,641	4,690	2,049	4,873
Budget notes: 7.65%							
101-45200-122	PERA CONTRIBUTIONS	2,743	3,028	1,838	3,180	1,342	3,503
Budget notes: ~2020 - 7.5% ~2021 - 7.5% ~2022 - 7.5%							
101-45200-131	EMPLOYER PAID HEALTH INS	5,812	3,058	2,313	3,160	847	9,120
101-45200-142	UNEMPLOY COMP BENEFITS	.00	.00	.00	.00	.00	.00
101-45200-152	WORKERS COMP BENEFITS	.00	.00	.00	.00	.00	.00
101-45200-211	CLEANING & SANITARY SUPPLIES	1,012	1,315	823	1,200	378	1,400
101-45200-212	MOTOR FUELS/LUBRICANTS	6,429	4,670	4,275	6,000	1,725	6,500
101-45200-216	CHEMICALS	277	1,250	1,822	1,000	822	2,000
101-45200-218	SAFETY EQUIPMENT	.00	.00	105	250	145	250
101-45200-220	REPAIR & MAINT. SUPPLIES	786	285	727	1,000	273	1,000
101-45200-225	LANDSCAPING MATERIALS	3,812	16,476	21,716	16,500	5,216	19,300
Budget notes: ~2020 Mulch for Old Hickory Park and flower beds Pebbles for Veterans Park ~2021 \$12,000 Veterans Park Trees 60 @ \$200 each \$3,000 Veterans Park Wildflowers \$1,500 General Maintenance - all parks ~2022 \$10,000 Tree Planting Project 50 @ \$200 each \$3,000 Veterans Park Wildflowers \$4,800 Bark for 2nd 1/2 of Old Hickory Park \$1,500 General Maintenance - all parks							
101-45200-240	SMALL TOOLS & MINOR EQUIPMEN	1,076	450	2,851	1,000	1,851	2,500
101-45200-300	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	40,000
Budget notes: ~2022 Park & Rec Plan Update							
101-45200-303	ENGINEERING FEES	2,430	2,056	2,691	1,500	1,191	2,500

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
101-45200-310	CONTRACTED SERVICES	800	.00	600	1,000	400	1,000
101-45200-331	TRAINING & TRAVEL EXPENSE	.00	29	55	250	195	250
101-45200-350	PRINTING & PUBLISHING	684	.00	.00	200	200	.00
101-45200-381	UTILITIES-ELECTRIC	1,161	1,220	891	1,300	409	1,500
101-45200-382	UTILITIES-WATER/SEWER	200	162	59	250	191	400
101-45200-383	UTILITIES-GAS	3-	.00	.00	.00	.00	.00
101-45200-384	REFUSE DISPOSAL	786	614	297	800	503	800
101-45200-401	REPAIR/MAINT-BUILDINGS	2,501	4,765	168	2,500	2,332	2,500
101-45200-402	REPAIR/MAINT-STRUCTURES	7,355	5,612	11,226	6,000	5,226	7,500
101-45200-404	REPAIR/MAINT-EQUIPMENT	1,731	4,670	7,239	2,500	4,739	5,000
101-45200-405	REPAIR/MAINT-VEHICLES	21	132	.00	500	500	500
101-45200-415	RENTALS OTHER EQUIPMENT	5,257	14,435	719	4,500	3,782	5,000
Budget notes:							
Portable Toilets							
01-45200-437	PROPERTY TAX EXPENSE	.00	.00	.00	.00	.00	.00
Total PARKS:		100,968	131,063	96,462	120,480	24,018	181,096
LIBRARY LEVY							
101-45500-720	OPERATING TRANSFER	.00	.00	.00	170,873	170,873	175,990
Budget notes:							
City Levy for Library							
Total LIBRARY LEVY:		.00	.00	.00	170,873	170,873	175,990
SPECIAL ASSESSMENTS							
SPECIAL ASSESSMENTS							
101-47000-602	SPECIAL ASSESSMENT - PRINCIPA	4,253	4,466	2,345	4,700	2,355	4,924
101-47000-612	SPECIAL ASSESSMENT INTEREST	10,150	9,937	4,857	9,710	4,853	9,480
Total SPECIAL ASSESSMENTS:		14,403	14,403	7,202	14,410	7,208	14,404
OTHER FINANCING USES							
OTHER FINANCING USES							
101-49300-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-49300-610	MARKET VALUE ADJUSTMENT	.00	.00	.00	.00	.00	.00
01-49300-720	OPERATING TRANSFER	489,152	2,089	.00	.00	.00	.00

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Account Number	Account Title	2019 Pri Year 2 Actual	2020 Pri Year Actual	2021 Cur YTD Actual	2021 Current year Budget	2021 Current YTD Remaining	2022 Proposed Budget
Total OTHER FINANCING USES:		489,152	2,089	.00	.00	.00	.00
TRANSIT SERVICES							
101-49800-310	CONTRACTED TRANSIT SERV.	62,182	64,393	32,197	64,400	32,204	64,400
101-49800-311	MTU STATE TRANSIT FUNDS	235,200	242,834	142,126	242,834	100,709	224,400
Budget notes:							
Pass - thru to La Crosse MTU							
101-49800-350	PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00
101-49800-402	REPAIR/MAINT-BUS SHELTERS	.00	.00	.00	.00	.00	.00
101-49800-405	REPAIR/MAINT-VEHICLES	.00	19	.00	.00	.00	20
Budget notes:							
Reserve							
101-49800-810	REFUND MN DOT PER AUDIT	.00	.00	.00	.00	.00	.00
Total TRANSIT SERVICES:		297,382	307,246	174,322	307,234	132,912	288,820
GENERAL FUND Revenue Total:		3,478,496	3,884,197	2,311,846	6,812,703	4,500,857	8,157,887
GENERAL FUND Expenditure Total:		4,270,711	3,430,851	1,931,119	6,992,805	5,061,686	8,157,887
Net Total GENERAL FUND:		792,214-	453,345	380,727	180,102-	560,829-	.00
Net Grand Totals:		792,214-	453,345	380,727	180,102-	560,829-	.00

LACRESCENT PUBLIC LIBRARY 2022 PROPOSED BUDGET

	2019	2019	2020	2020	2021	2021	2022
	Approved	Spent (FY)	Approved	Spent (FY)	Approved	Spent (7/31)	Proposed
45500 LIBRARY							
101 WAGES - FULL TIME	103,184.00	109,478.00	89,252.00	96,760.00	85,937.00	47,003.00	92,248.00
103 PART-TIME LIBRARY AIDES	23,902.00	32,730.00	29,089.00	29,911.00	30,228.00	15,154.00	37,846.00
121 EMPLOYER FICA EXPENSE - 7.65%	9,650.00	10,392.00	9,053.00	9,422.00	8,887.00	4,756.00	9,952.00
122 PERA CONTRIBUTIONS - 7.5%	8,610.00	8,959.00	8,876.00	8,322.00	8,552.00	4,546.00	9,757.00
131 EMPLOYER PAID HEALTH INS	36,984.00	29,789.00	40,824.00	11,064.00	20,412.00	6,729.00	12,500.00
200 LIBRARY OFFICE SUPPLIES	1,000.00	2,431.00	1,949.00	1,179.00	2,200.00	573.00	2,400.00
202 COPY MACHINE SUPPLIES							
203 COMPUTER PRINTER SUPPLIES	700.00	732.00	700.00	31.00	700.00	0.00	100.00
211 CLEANING & SANITARY SUPPLIES	300.00	137.00	300.00	324.00	600.00	103.00	400.00
220 PROGRAMMING SUPPLIES	2,100.00	1,708.00	2,680.00	1,865.00	2,800.00	1,453.00	3,000.00
221 WINTER READING PROGRAM SUPPLIES							
310 OTHER CONTRACTED SERVICES	4,000.00	3,652.00	4,500.00	3,529.00	4,500.00	2,221.00	4,500.00
321 TELEPHONE-LIBRARY	1,560.00	1,626.00	1,500.00	1,731.00	1,800.00	1,031.00	1,800.00
322 POSTAGE-LIBRARY	300.00	136.00	300.00	131.00	300.00	81.00	250.00
331 TRAVEL EXPENSES	500.00	1,428.00	500.00	41.00	500.00	325.00	1,500.00
350 PRINTING AND PUBLISHING	200.00	200.00	300.00	0.00	300.00	55.00	200.00
360 INSURANCE AND BONDS	4,150.00	4,257.00	4,150.00	4,789.00	4,250.00	2,748.00	5,000.00
381 UTILITIES - ELECTRIC	3,300.00	2,193.00	3,300.00	2,044.00	3,300.00	1,400.00	2,800.00
382 UTILITIES - WATER/SEWER	400.00	392.00	400.00	336.00	400.00	175.00	400.00
383 UTILITIES - GAS	900.00	1,010.00	900.00	713.00	1,200.00	451.00	1,200.00
384 REFUSE DISPOSAL	120.00	120.00	120.00	120.00	120.00	70.00	120.00
401 REPAIR/MAINT-BUILDINGS	185.00	173.00	400.00	2,861.00	400.00	12.00	400.00
404 REPAIR/MAINT-EQUIPMENT	0.00	1.00	0.00				
406 COMPUTER EXPENSES-LIBRARY (leasing)	3,002.00	4,145.00	4,145.00	5,799.00	4,145.00	4,145.00	4,145.00
414 LIMITED ACCESS LINE	16,940.00	17,207.00	17,338.00	16,084.00	25,000.00	11,102.00	22,500.00
415 RENTALS-OTHER EQUIPMENT	120.00	72.00	120.00	1,350.00	120.00	42.00	120.00
430 MISCELLANEOUS							
434 LEGACY GRANT EXPENDITURES							
433 DUES & MEMBERSHIPS	195.00	282.00	195.00	407.00	195.00	49.00	500.00
503 BOOKS PURCHASED CONTRIBUTION							
504 BOOKS - GRANT FUNDED				1,231.00		1,182.00	
505 BOOKS, PERIODICALS	1,976.00	10,841.00	4,613.00	6,583.00	11,000.00	5,847.00	12,750.00
506 PROCESSING MATERIALS	960.00	1,239.00	1,000.00	653.00	1,200.00	763.00	1,200.00
570 OFFICE EQUIPMENT, FURNISH		2,675.00		1,992.00			
575 C.O. - COMPUTER EQUIPMENT							
580 CAP IMPROVEMENT ITEMS							
610 INTEREST EXPENSE	800.00	1,297.00	749.00	584.00	1,480.00	275.00	749.00
GENERAL FUND	0.00		5,000.00		10,000.00		10,000.00
TOTAL FUND 211 LIBRARY	226,038.00	249,302.00	232,353.00	209,856.00	230,526.00	112,291.00	238,337.00
						58.3% of YR	

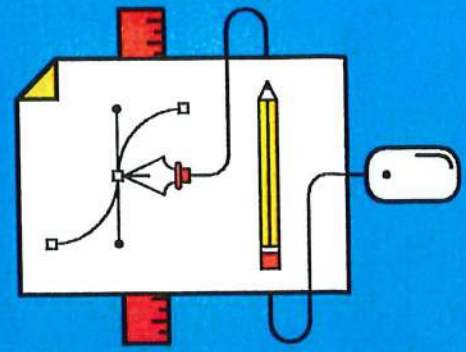
REVENUES

	2019	2020	2021	2022	Notes
	APPROVED	APPROVED	APPROVED	PROPOSED	
31013 LIBRARY TAX REVENUE - CITY LEVY	\$155,001.00	\$164,301.00	\$170,873.00	\$175,990.00	*3% increase
31014 HOUSTON COUNTY LEVY	\$46,642.00	\$43,457.00	\$44,109.00	\$47,109.00	
34761 SELCO ILL REIMBURSEMENT					
33620 WINONA COUNTY FUNDING	\$3,022.00	\$3,022.00	\$3,113.00	\$3,022.00	
34762 COPY MACHINE REVENUE	\$400.00	\$500.00	\$500.00	\$1,100.00	
34763 COMPUTER PRINTER/FAX REVENUE	\$400.00	\$500.00	\$500.00	\$0.00	
35103 FINES	\$2,000.00	\$2,000.00	\$1,000.00	\$200.00	
36200 MISCELLANEOUS INCOME					
36210 INTEREST ON INVESTMENTS					
36230 CONTRIBUTIONS	\$12,000.00	\$12,000.00	\$4,000.00	\$5,000.00	
36232 SUMMER SPONSORS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
36237 WINTER SPONSORS					
36238 LEGACY GRANT FUNDS					
39200 FRIENDS OF LIBRARY COMPUTER LEASING	\$2,073.00	\$2,073.00	\$2,073.00	\$2,073.00	
39202 LACRESCENT TOWNSHIP DONATION	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	

\$226,038.00 \$232,353.00 \$230,668.00 \$238,994.00

La Crescent Public Library

2020 ANNUAL REPORT &
2021 SUMMER READING REVIEW



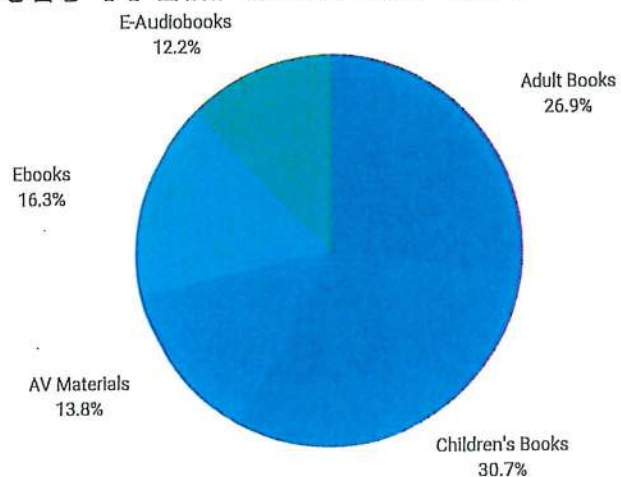
2020 PUBLIC USAGE

20,607 In-Person Visits
3,502 No-Contact Pickup Appointments
395 In-Person Public Computer Sessions
25,643 Physical Item Checkouts

2020 VIRTUAL USAGE

59,278 Website Visits
10,239 Ebook & E-Audio Checkouts
3,459 Virtual Program Views (recorded)

2020 ITEM CHECKOUTS



2021 SRP

958 Reading Bingo Cards
500 Kids Craft Kits
250 Participants Farmer's
Market Raffle
57 Storytime Attendees
46 Attendees @ End of
Summer Picnic
5 Participants Teen Book Club

LOOKING AHEAD

Fall Programming:

- Storytime Sat
- Storytime & Craft Tues
- Chapter Club Wed
- Book Club Monthly
- Knitting Club Bi-monthly
- TAG Monthly
- Teen Crafts Monthly
- Community Read:
Waking Up White by
Debby Irving